

2. The Mercury Group is a wholly-owned subsidiary of Ackerman McQueen with its principal place of business in Alexandria, Virginia.

3. The NRA is a not-for-profit corporation organized and existing under the laws of the State of New York, doing business in Virginia.

JURISDICTION

4. This Court has jurisdiction over the matter pursuant to Virginia Code § 8.01-262 and by agreement of the parties.

INTRODUCTION

5. On or about April 12, 2019, an attorney purporting to act on behalf of the NRA filed a Lawsuit against Ackerman McQueen, Inc. and Mercury Group, asking the Court, *inter alia*, to compel the Defendants to produce records and books for inspection by the NRA (the “First Lawsuit”), including the contract for Lt. Col. Oliver North (Ret.). That case was assigned Case Number CL19001756.

6. On or about April 24, 2019, just three days before the start of the NRA Annual Meeting, the NRA filed a Motion for Leave to Amend Complaint to include seven new paragraphs relating to the NRA’s request for information about AMc’s contract with NRA President Lt. Col. Oliver North (the “North Contract”). In those new paragraphs, the NRA admitted that they already received the North Contract prior to filing the First Lawsuit, despite allegations in the original Complaint that the NRA did not have the North Contract.

7. On May 22, 2019, the NRA filed a Second Complaint in a new case asserting a breach of contract and breach of fiduciary duty. That second case (the “Second Lawsuit”) was assigned Case Number CL19002067.

8. Although the First Complaint, the Amended Complaint, and now the Second Complaint included numerous pejorative statements about AMc, the NRA did not expressly seek to terminate its contract with AMc, but rather the NRA continued to insist on performance of the contract by AMc.

9. After reaching an impasse in its efforts to work with the NRA, AMc provided a notice of termination on May 29, 2019 under a provision of the Services Agreement that provides for a 90-day period to transition to the end of services.

10. The NRA's decision to file a Second Lawsuit when a First Lawsuit was pending and not even "at issue," as no responsive pleading had yet been filed, was a tactic undertaken to increase the litigation expenses of AMc, further thrust AMc into a damaging negative spotlight, and to continue to abuse the procedures of this Court.

11. AMc incorporates by reference the allegations contained in its prior Counterclaims against the NRA in Case Numbers CL19001757 and CL19002067.

12. The First Complaint, the Amended Complaint of the First Lawsuit, the Complaint in the Second Lawsuit, and now the Third Lawsuit do not appear to have been properly authorized, but were filed without authorization from the NRA Board of Directors, contrary to the organization's mandatory operating procedures. See Plea in Bar, *supra*.

13. The NRA's Executive Vice President and long-time leader, Wayne LaPierre ("LaPierre"), has set the NRA on a course to eliminate AMc as the primary public relations vendor to the NRA. LaPierre seeks to steer much of AMc's work and revenue to a competing firm.

SERVICES AGREEMENT

14. This Third Lawsuit arises from the Services Agreement between the Parties attached hereto as **Exhibit A**.

15. Under a Services Agreement between the NRA and AMc dated April 30, 2017 (and modified as of May 6, 2018), the NRA has the contractual ability to terminate the AMc contract at any time with 90-day notice.

16. The termination of the Services Agreement triggers Section XI B, D, E and/or F of the Services Agreement, under which the NRA will owe AMc termination payments, which are currently estimated to approach thirty-five million dollars (\$35,000,000) in severance payments.

17. Section IX of the Services Agreement, provides as follows: “AMc is authorized to act upon written communications received from the NRA Executive Vice President or his designee. He or his designee are the only persons within NRA who have the actual authority to issue such communications.” (emphasis added).

18. At all relevant times, LaPierre LaPierre was (and remains) the NRA Executive Vice President. As the Executive Vice President, only LaPierre or his designee can demand that AMc provide access to any information or documents to anyone, including the NRA itself.

19. Pursuant to Section IX of the Services Agreement imposed by the NRA, AMc can only act if it receives a “written communication” from LaPierre or his designee.

20. Pursuant to the Services Agreement, only LaPierre can designate persons “within NRA” who have the actual authority to issue directives to AMc relative to the request for, or release of, documents.

THE DOCUMENT DEMAND

21. AMc has complied with every authorized demand for examination of its documents.
22. Beginning in May 2018, persons purporting to be acting on behalf of the NRA, demanded inspection of various documents under the Services Agreement.
23. Providing any person not properly appointed as designee under the Services Agreement could have resulted in an allegation that AMc breached the terms of the Service Agreement.
24. The NRA has repeatedly failed to abide by the contractual requirement to work through direct written communications of the Executive Vice President or his formally declared designee when directing action by AMc.
25. AMc has repeatedly notified the NRA that the NRA was not following the requirements of the Services Agreement and that the directions issued to AMc were improper and ineffective.
26. Since filing the First Lawsuit, the NRA has recognized its failure to properly designate a person to request the documents that it seeks in the litigation. On May 5, 2019, the NRA belatedly sought to correct that error with the following email message from the Executive Vice President:

Effective immediately, I appoint Andrew Arulanandam to serve as my representative and designee for all communications relating to the agency, pursuant to Section IX, "Authorized Contacts," of the AMc/NRA Services Agreement, dated April 30, 2017.
27. Historically, the NRA conducted annual audits of its vendors. AMc has openly provided the NRA access to financial and other information (including pricing) to NRA accountants and officers, including the Treasurer, Chief Financial Officer and Board Legal

Counsel, on an annual basis. These true audits have been conducted almost yearly without complaint or adverse findings by the NRA.

28. The NRA had three to six auditors in AMc's Oklahoma City office reviewing AMc files, records, and documents for approximately nine (9) days in February 2019. Another auditor examined the records of AMc in November 2018 for an entire day. These audits were preceded by another audit in September 2018 by the NRA.

29. At no time did the auditors claim to AMc that documents were withheld from review.

30. During his September 25, 2019 deposition, LaPierre testified that he was not aware of any documents requested by the auditors/examiners that were deliberately withheld by AMc.

31. John Frazer, the NRA's general counsel, twice expressed his gratitude for AMc's compliance with the NRA audit: first, in an email on March 4, 2019, and again on March 25, 2019. Frazer also characterized the NRA audit of AMc as "productive" in the following letter to AMc counsel on March 14, 2019: "[T]o facilitate Ackerman's compliance with the Services Agreement, the NRA agreed to appoint other professionals to work with your client – *which has occurred during Forensic Risk Alliance's **productive review** of AMc records.*" (emphasis added).

32. Even after the filing of this Lawsuit by the NRA, AMc has continued to work with the NRA to provide the Services required under the Services Agreement and to provide the information and documents requested by the NRA, while protecting the NRA's confidentiality requirements imposed under the Services Agreement.

NRA DISCLOSES AMC PROPRIETARY INFORMATION.

33. On March 11, 2019, the New York Times ran an article in which the author revealed the existence of the North Contract and certain features thereof, including AMc's involvement with Lt. Col. North. **Exhibit B.** The article misrepresented the facts and disparaged AMc. The New York Times article attributed certain factual assertions to William Brewer as the source speaking on behalf of the NRA.

34. Later, LaPierre, in a writing to the NRA Board, confirmed his authorization given to Brewer to communicate with the New York Times.

35. The NRA's deliberate false statements to the media regarding AMc's confidential information represented a change in the parties' relationship as well as the fundamental protocol for dealing with the parties' confidential information that had been in existence and honored for decades.

36. AMc immediately expressed its strong objection to the NRA's false statements, doing so by letter to NRA General Counsel John Frazer on March 12.

37. Frazer's March 14 response did not deny that the NRA had leaked the information to the New York Times. Instead, the NRA's General Counsel asserted for the first time that only AMc, and not the NRA, had restrictions on the use of a party's confidential information. The NRA claimed it could disclose AMc's information with impunity while AMc was contractually prohibited from any reciprocal freedom to use NRA information.

38. The exchange of correspondence signaled the NRA's claim that it could deliberately misuse AMc's confidential information and thereby violate the NRA's duty of good faith and fair dealing inherent within the terms of the Services Agreement.

39. Current and prospective clients, financial institutions, and insurance providers have begun questioning AMc employees in light of the New York Times article, this Lawsuit, and consequent media reports.

40. Paragraph XI, F of the Services Agreement deals with the consequences of termination of the Agreement. The section provides:

“This Services Agreement may be terminated by NRA immediately upon written notice if: [there follow 6 actions constituting alleged breaches or events of default by AMc]. *If NRA so terminates the Services Agreement, NRA shall have no obligation to make payments except that NRA shall, pursuant to Section III [that section dealing with ordinary course or special assignment payments] reimburse AMc for expenses incurred up to the date of said notice of termination.*” (Emphasis added).

41. The NRA’s bad faith in initiating the Two Lawsuits is designed to avoid the payment of a very substantial amount of money in the form of severance and cancellation fees, as well as an unliquidated “Termination Fee” described in Section XI, F of the Services Agreement.

42. The NRA has revealed its plan to avoid paying the Termination Fee by refusing to pay past due invoices and by failing to engage in a good faith negotiation of the amount to be paid as a Termination Fee.

COUNT I – BREACH OF CONTRACT

[Breach of Payment Obligations and Required \$3 Million Letter of Credit]

43. The allegations contained in the foregoing paragraphs are incorporated as if fully set forth herein.

44. The allegations of this Breach of Contract Count incorporate and supplement the allegations of the Breach of Contract Count I stated in AMc’s Counterclaim in the First and Second NRA Lawsuits.

45. The Amendment No. 1 to Services Agreement requires the NRA to make timely payments in response to invoices received from AMc. The Amendment states: "NRA acknowledges that its failure to pay such an invoice within 30 days will cause substantial financial damage to AMc. Accordingly, if at any time NRA fails to timely pay the invoice, NRA agrees that it shall post a \$3,000,000 letter of credit (the "LOC") for the benefit of AMc. The LOC shall continue in existence for the term of the Agreement and shall be maintained at \$3,00,000 at all times."

46. The NRA has failed to make timely payments of AMc's invoices. Specifically, the NRA failed to pay the following fee service invoices within the 30-day time period required by the Services Agreement:

Invoice 158196 for \$451,201.63 dated June 1, 2018
Invoice 158197 for \$894,075.80 dated June 1, 2018
Invoice 158198 for \$299,297.00 dated June 1, 2018
Invoice 158174 for \$190,443.00 dated June 1, 2018
Invoice 159037 for \$190,443.00 dated July 1, 2018
Invoice 159056 for \$451,201.63 dated July 1, 2018
Invoice 159057 for \$894,075.80 dated July 1, 2018
Invoice 159058 for \$299,297.00 dated July 1, 2018

47. The NRA's failure to make these eight fee payments within the contractually required 30-day period after the invoice date caused substantial damage to AMc.

Breach of NRA's Obligations to Pay for Services Rendered During Litigation.

48. Following the NRA's First Lawsuit, the NRA continued to request services from AMc, but has failed and refused to pay the monthly invoices submitted by AMc.

49. On Tuesday, April 30th, 2019, Nader Tavangar, EVP/Managing Director of Mercury Group (an Ackerman McQueen subsidiary) sent the May Monthly Fee invoices (dated May 1, 2019) to NRA (Treasurer Craig Spray, Rick Tedrick, Lisa Supernaugh, and Duane Reno) via email, as per normal course of business.

50. Craig Spray is the NRA Treasurer with responsibility for receiving and paying the AMc invoices.

51. The invoices that were dated May 1, 2019 and emailed on April 30 contained eight invoices to NRA totaling \$1,696,466.95 and three invoices to NRA Foundation totaling \$375,000. The NRA Foundation paid its \$375,000 invoice without question. The NRA failed to pay any portion of its invoices totaling \$1,696,466.95.

52. These eleven invoices are accurately summarized in the chart below:

Invoice Number	Job Number	Job Title	Invoice Amount
NRA			
166339	19-MG/NR-001	Strategic Management	\$258,613.17
166340	19-NR-001	Talent Fee	\$680,355.45
166341	19-NR-002	NRATV Programming C4	\$185,416.67
166342	19-NR-003	Monthly Video Support C4	\$104,166.67
166343	19-NR-004	Support Staff Fee	\$200,702.50
166344	19-NR-005	Online/Digital Management Fee	\$107,212.50
166345	19-NR-006	Business Intelligence/Data Resources/Analytics	\$35,416.66
166346	19-NRAF-002	A1F 8/19 ISSUE	\$124,583.33
Total			\$1,696,466.95
NRA Foundation			
166347	19-NRF-001	NRATV Programming C3	\$250,000.00
166348	19-NRF-002	Monthly Video Support C3	\$62,500.00
166349	19-NRF-003	FSP Production Ongoing C3	\$62,500.00
Total			\$375,000.00

53. These monthly, annualized fee invoices are sent every month per the approved 2019 budget.

54. Per the AMc and NRA Services Agreement, Section 3, Paragraph E provides the following relevant requirements:

“All sums payable to AMc under this Services Agreement shall be payable to AMc’s corporate headquarters in Oklahoma City, Oklahoma within 30 days of the invoice date ... NRA shall notify AMc of any questions concerning any invoices within 10 business days after receipt.”

55. Consistent with the NRA's practice in all prior months of the year, AMc did not receive any questions or concerns regarding such invoices during the 10 business days following the NRA's receipt of the invoices.

56. The NRA failed to pay the eight invoices issued to it on May 1, 2019 within the required 30-day time period.

57. As of June 3, 2019, AMc had not received payment from the NRA for the \$1,696,466.95 in monthly fee invoices.

58. On June 3, 2019, AMc's Chief Financial Officer, William Winkler, personally called and emailed NRA Treasurer Craig Spray regarding this missed payment. Mr. Spray did not return the email message or call.

59. On the afternoon of June 3, 2019, Melanie Montgomery, EVP/Management Supervisor at AMc, called Mr. Spray leaving a detailed voicemail reminding him the past due invoices covered May fees for April services which were never questioned. Mr. Spray did not return her call.

60. On June 4, 2019, AMc's Chief Financial Officer sent by email a letter addressing the now past due invoices and demanded that the NRA pay the \$1,696,466.95 and post the \$3 million Letter of Credit, as required under the Services Agreement.

61. On June 5th, 2019, AMc received a letter from NRA's designee, Andrew Arulanandam, with a copy to Wayne LaPierre, Craig Spray, and John Frazer stating that the NRA declines to post the Letter of Credit.

62. Rather than pay the invoices or post a Letter of Credit, the NRA began a series of correspondences wherein they sought to belatedly request additional and irrelevant information about the invoices, long after the ten-day period for questioning the invoices had expired.

Supplemental Claim for Breach of the NRA's Obligation to Pay Invoices for Services Prior to Termination.

63. AMc issued additional invoices for work performed up to the date of termination of the Services Agreement and those invoices remain past due and unpaid, as shown in the table below:

AMC	NRA ACCOUNTS RECEIVABLE
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Invoice Number	Invoice Date	Job Number	Job Title	Invoice Amount
NRA				
166104	4/15/19	18-NR-296	'19 A/M Travel	\$1,935.08
166106	4/15/19	19-NR-049	'20 A/M Logo	\$10,000.00
166107	4/15/19	19-NR-051	'19 A/M Radio	\$5,488.25
166108	4/15/19	19-NR-062	Publications Google Ad Manager Website Staging & Integration	\$5,500.00
166109	4/15/19	NR-LEGAL	Legal Fees	\$81,810.84
166110	4/15/19	NR-TRAV	Travel Expenses	\$13,725.51
166339	5/1/19	19-MG/NR-001	Strategic Management	\$258,613.17
166340	5/1/19	19-NR-001	Talent Fee	\$680,355.45
166341	5/1/19	19-NR-002	NRATV Programming C4	\$185,416.67
166342	5/1/19	19-NR-003	Monthly Video Support C4	\$104,166.67
166343	5/1/19	19-NR-004	Support Staff Fee	\$200,702.50
166344	5/1/19	19-NR-005	Online/Digital Management Fee	\$107,212.50
166345	5/1/19	19-NR-006	Business Intelligence/Data Resources/Analytics	\$35,416.66
166346	5/1/19	19-NRAF-002	A1F ISSUE	\$124,583.33
166804	5/17/19	18-NR-431	'19 A/M Signage - Mechanical	\$22,235.89
166805	5/17/19	19-NR-010	Fundraising Consulting State Registrations	\$230.00
166806	5/17/19	19-NR-045	'19 A/M Backstage Signage	\$1,009.75
166807	5/17/19	19-NR-051	'19 A/M Radio	\$14.81
166808	5/17/19	19-NR-056	'19 A/M Media Kit Premium	\$1,422.16
166809	5/17/19	NR-TRAV	Travel Expenses	\$3,401.82
167007	5/17/19	18-NR-296	'19 A/M Travel	\$21,936.68
167037	6/1/19	19-MG/NR-001	Strategic Management	\$258,613.17
167038	6/1/19	19-NR-001	Talent Fee	\$680,355.45

167039	6/1/19	19-NR-002	NRATV Programming C4	\$185,416.67
167040	6/1/19	19-NR-003	Monthly Video Support C4	\$104,166.67
167041	6/1/19	19-NR-004	Support Staff Fee	\$200,702.50
167042	6/1/19	19-NR-005	Online/Digital Management Fee	\$107,212.50
167043	6/1/19	19-NR-006	Business Intelligence/Data Resources/Analytics	\$35,416.66
167044	6/1/19	19-NRAF-003	A1F ISSUE	\$124,583.33
167453	6/12/19	18-NR-296	'19 A/M Travel	\$24.77
167454	6/12/19	18-NR-431	'19 A/M Signage - Mechanical	\$33,572.64
167455	6/12/19	18-NR-441	'19 A/M Photography	\$18,350.00
167456	6/12/19	18-NR-443	'19 A/M NRATV Set Production	\$1,352.98
167457	6/12/19	18-NR-445	'19 A/M Podium Signage	\$10,588.50
167458	6/12/19	19-NR-031	'19 A/M GROF Presentation	\$650.00
167448	6/12/19	19-NRM-001	'19 A/M Digital Media	\$7,915.03
167449	6/12/19	19-NR-029	'19 A/M Media	(\$13,689.50)
168015	7/9/19	19-NR-010	Fundraising Consulting State Registrations	\$204.98
Total				\$3,620,614.09
NRA Foundation				
167045	6/1/19	19-NRF-001	NRATV Programming C3	\$250,000.00
167046	6/1/19	19-NRF-002	Monthly Video Support C3	\$62,500.00
167047	6/1/19	19-NRF-003	FSP Production Ongoing C3	\$62,500.00
Total				\$375,000.00
Total				\$3,995,614.09

64. The NRA has failed and refused to pay those invoices. Such failure is another breach of contract by the NRA.

Supplemental Claim for the NRA's Breach of Indemnification Clause of the Services Agreement.

65. The Services Agreement also requires the NRA to indemnify and reimburse AMc for any expenses it may incur that arise from a government agency seeking equitable or other relief against the NRA or that relate to actions that AMc has taken at the direction of the NRA.

66. The NRA has been the subject of various government inquiries that have imposed costs and expenses on AMc to produce records, negotiate with government investigators, seek waivers of confidentiality from the NRA, and generally cooperate to the extent that the NRA allows AMc to cooperate.

67. AMc's expenses relating to the government inquiries continue to grow as government focus on NRA becomes more intense, and the NRA's resistance to such investigations becomes more adversarial. The full amount of such indemnification damages will be presented at trial.

68. The NRA has already refused to pay indemnification expenses for its former President Oliver North and filed a legal action against Ret. Lt. Col. North contesting its obligation to pay such expenses. The NRA has refused to pay all invoices issued by AMc since this litigation began.

69. The NRA's refusal to pay indemnification expenses relating to government investigations constitutes an additional breach of the Services Agreement.

Breach of NRA's Obligation to Post a \$3 Million Letter of Credit.

70. The Services Agreement expressly provided for a remedy to avoid a substantial harm to AMc in the event that the NRA is delinquent in paying AMc's invoices.

71. Per the AMc and NRA Services Agreement, Section 2, Paragraph E, provided the following relevant requirement:

"NRA acknowledges that its failure to pay such an invoice within 30 days will cause substantial financial damage to AMc. Accordingly, if at any time NRA fails to timely pay the invoice, NRA agrees that it shall post a \$3,000,000 letter of credit for the benefit of AMc..."

72. The NRA failed to comply with the contract requirement that it "shall" post a \$3,000,000 LOC for the benefit of AMc in the event that it is late on a single payment of fees.

Breach of NRA's Obligation to Pay Invoices Timely

73. Section V, Billing and Payment, contains the following Subsection E:

“All sums payable to AMC under this Services Agreement shall be payable at AMc's corporate headquarters in Oklahoma City, Oklahoma within 30 days of the invoice date. Any amounts not received by AMc within 60 days from the date of the invoice shall bear interest at the rate of 1.0 percent per month from the date of the invoice until paid.”

74. In addition to the late payment of fees listed, *supra*, the NRA routinely was substantially late with respect to reimbursing AMc for other expenses. For example, the NRA took 133 days to pay for the cost of CG Magazine '18, Issue 5 invoiced for \$269,000. The NRA also delayed 133 days before paying \$90,000 for Website Unification.

75. The NRA was late in paying at least 80 separate invoices issued by AMc during the second half of 2018.

76. Pursuant to the terms of Section V, E, the NRA owes AMc interest at the rate of 1 percent per month on all late paid invoices. Despite the contractual requirement to pay interest, the NRA has failed to pay any such interest and such failure is a material breach of the Services Agreement.

77. Based on the contractual rate of 1 percent per month, the NRA owes AMc an amount in excess of \$38,000 in unpaid interest that it has failed to pay with respect to invoices issued during 2018.

78. During 2019, the NRA was late and still has not paid invoices for AMc services prior to the termination of the Services Agreement. Interest on such unpaid invoices continues to accrue while the invoices are unpaid. AMc will present evidence of pre-judgment interest at trial with respect to all unpaid invoices.

79. Under the Services Agreement, if “NRA fails to diligently and in good faith perform any of its obligations” the Agreement may be terminated.

80. The NRA has failed to perform its payment obligations with diligence and good faith and it has failed to fulfill the contractual obligations to post a \$3 million letter of credit and pay interest on late payments.

Obligation to Pay Costs to Return NRA Property.

81. The Services Agreement mandates that “All charges for accumulating [any and all NRA property] shall be approved and paid in advance of receipt by the NRA.” Services Agreement Section XI.E (as amended).

82. AMc has been working diligently to catalogue and define the “NRA’s property, materials, documents, Confidential Information, etc. that may be in AMc’s possession.” *Id.* AMc has transitioned over 47,000 digital video files and has reported that the digital files exceed a 1.7 petabytes.

83. AMc has worked cooperatively with NRA IT professionals to provide NRA ready access to 47,000 video source files summarized in a 1060 page transmission to the NRA on September 30.

84. AMC has issued an invoice for the accumulation charges for physical and digital assets of the NRA. The NRA has failed to pay the \$1,500,000 invoiced amount that is the prerequisite for the return of the NRA property.

85. Should the NRA fail to pay this invoice within 30 days, the NRA will be in breach of another obligation under the Services Agreement.

Breach of Obligation to Pay a Termination Fee

86. AMc terminated the Services Agreement pursuant to the 90-day notice provision on May 29, 2019 and began to prepare for the orderly wrap up of services it was performing for the NRA, including identifying NRA assets and preparing for the downsizing of its workforce.

87. Section XI.F of the Services Agreement provides as follows:

In consideration of the dedication of a substantial number of personnel and resources to provide the services under the Agreement (and the necessity to maintain such staffing levels and resource allocations to enable AMc to continue to provide such services upon any renewals hereof), the NRA agrees to pay AMc a fair and equitable termination fee to compensate it for the inevitable severances and other reasonable costs incurred in conjunction with such expiration or termination. Such termination fees shall be negotiated in good faith by the parties and paid to AMc no later than the last day of this Agreement.

88. The NRA failed and refused to engage in any good faith negotiations required under the Services Agreement to wrap up the relationship between AMc and the NRA. Such failure is another breach by the NRA of the Services Agreement.

89. The NRA failed to pay any termination fee and is in breach of this provision of the Services Agreement.

90. The NRA was obligated to pay this termination fee no later than the last day of the Services Agreement.

91. The NRA breached its payment obligations under the Services Agreement long before any alleged breach by AMc articulated by the NRA in its Amended Complaint.

92. The breaches that occurred have caused AMc to incur damages, the amount of which are not yet fully calculated.

93. The breaches by the NRA are material as that term is defined under the Code of Virginia, § 59-1-507.1.

WHEREFORE, Ackerman McQueen seeks, on its behalf and on behalf of its subsidiary Mercury Group, recovery of contract damages and severance remedies in the amount not less than \$50 million and such other relief as this Court deems just.

COUNT II - BREACH OF CONTRACT

[Breach of Implied Covenant of Good Faith and Fair Dealing]

94. The allegations contained in the foregoing paragraphs are incorporated as if fully set forth herein.

95. The allegations of this Breach of Contract Count incorporate and supplement the allegations of the Breach of Contract Count II stated in AMc's Counterclaim in the First and Second NRA Lawsuits.

96. Under Virginia law as recently confirmed within the past twelve months, every contract contains an implied covenant of good faith and fair dealing. *Morris v. Wilmington Sav. Fund Soc'y*, 360 F. Supp. 3d 363, 369–70 (W.D. Va. 2018). Virginia recognizes “an implied duty of good faith and fair dealing in common law contracts.” *Stoney Glen, LLC v. Southern Bank and Trust Co.*, 944 F.Supp.2d 460, 465 (2013); *See also Wolf v. Fed. Nat. Mortg. Ass'n*, 512 F. App'x 336, 345 (4th Cir. 2013) (quoting *Enomoto v. Space Adventures, Ltd.*, 624 F.Supp.2d 443, 450 (E.D. Va. 2009) (“In Virginia, every contract contains an implied covenant of good faith and fair dealing.”)).

97. The elements of a claim for breach of the implied covenant of good faith and fair dealing are: 1) a contractual relationship between the parties; and 2) a breach of the implied covenant. *Stoney Glen, LLC*, 944 F.Supp.2d at 466.

98. Pursuant to the Services Agreement Section IV, "Confidentiality" and Section VIII, "Examination of Records", Agreement, the governing contract imposes confidentiality restrictions on AMc and allows the NRA to review the books and records of AMc. The Services Agreement is silent and does not provide any guidance on how the NRA must treat AMc's confidential proprietary information that it receives from AMc under the Examination of Records" clause.

99. A good faith reading of the Services Agreement does not authorize the NRA to disclose AMc proprietary and confidential information that it gains from the Examination of Records clause.

100. The NRA used its contractual rights under the Services Agreement to gain proprietary information about AMc's business, including information about its contract with Lt. Col. Oliver North.

101. The NRA had no right or entitlement to use or divulge AMc's confidential information to third parties for the purpose of harming AMc.

102. The NRA's actions relating to the misuse of AMc's proprietary and confidential information is a breach of the NRA's implied covenant of good faith and fair dealing.

103. The NRA compounded its bad faith and unfair dealing by requiring that AMc remain silent in the aftermath of the false and misleading statements made about its contract with Lt. Col. Oliver North.

104. The NRA has also taken steps to interfere with AMc's ability to wind down the Services Agreement during the 90-day termination period following AMc's notice of termination pursuant to Section XI, B of the Services Agreement.

105. Instead of negotiating “in good faith” the termination fees that are owed by the NRA under Section XI, F of the Services Agreement, the NRA has ceased making payments for invoices that are now past due. Both the plain language of the Services Agreement and the law of Virginia obligate the NRA to act in good faith with respect to the termination of the Services Agreement and the negotiation of the termination fee. The NRA has breached both the express contract requirement of good faith and the implied covenant of good faith.

106. By failing to make payments on past due invoices, the NRA knows that AMc cannot continue to provide the multi-million-dollar services required during the 90-day termination period triggered by AMc’s notice of termination issued on May 29, 2019.

107. By failing to post the \$3 million letter of credit and paying AMc’s invoices in a timely manner, the NRA effectively prevented AMc from performing.

108. The NRA’s deliberate interference with AMc’s performance under the Services Agreement is a breach of the good faith and fair dealing obligation underlying this contract under Virginia law.

109. The breaches of good faith and fair dealing that occurred have caused AMc to incur damages, the amount of which are not yet fully calculated. The breaches by the NRA are material as that term is defined under the Code of Virginia, § 59-1-507.1.

WHEREFORE, Ackerman McQueen seeks, on its behalf and on behalf of its subsidiary Mercury Group, recovery of contract damages and severance remedies in an amount not less than \$50 million and such other relief as this Court deems just.

COUNT III - ABUSE OF PROCESS

110. The allegations contained in the foregoing paragraphs are incorporated as if fully set forth herein.

111. The allegations of this Abuse of Process Count incorporate and supplement the allegations of the Abuse of Process Count III stated in AMc's Counterclaim in the First NRA Lawsuit.

112. NRA previously filed one specious lawsuit claiming that it is entitled to receive documents from Ackerman McQueen and Mercury pursuant to a Services Agreement. The NRA's Executive Vice President has now testified that the NRA received the documents and information prior to the filing of the first lawsuit.

113. Prior to filing suit to obtain certain documents, the NRA had already subjected AMc to a detailed audit that ended in February of 2019 after nine days of in-depth analysis of AMc's records undertaken within the offices of AMc's accountants. The team of auditors, upon concluding their audit, informed AMc's representatives that the audit was successfully completed, AMc had provided all requested documents in its possession, and no further documents were needed.

114. Two months after the full audit, the NRA filed the First Lawsuit on April 12, 2019 claiming that it seeks access to documents and a declaration that AMc is in breach because of a failure to provide access to those documents.

115. Subsequent to the filing of the First Lawsuit, the NRA filed a motion to amend the Complaint and attached a copy of the proposed Amended Complaint on April 24, 2019. The Amended Complaint included detailed new allegations about Lieutenant Colonel Oliver North (Ret.) who was simultaneously serving as President of the NRA as well as an employee of AMc. The Amended Complaint in the First Lawsuit did not seek any new relief, nor did it correct any prior allegation.

116. The proposed Amended Complaint in the First Lawsuit was intended to serve an ulterior motive of spreading false statements about the North-AMc Contract immediately prior to the NRA's annual meeting where Lt. Col. North was slated to be reappointed as President of the NRA.

117. The Motion to File the Amended Complaint served its ulterior motive, unrelated to the issues in the First Lawsuit. There was a firestorm of publicity blanketing national news stations concerning the dispute between Lt. Col. North and the NRA. AMc was dragged into the dispute based on the NRA's public disclosure of the North Contract in the Motion to File the Amended Complaint. LaPierre used the North Contract as revealed by the First Lawsuit to try to force Lt. Col. North to withdraw from consideration for reappointment as President of the NRA. Lt. Col. North was not reappointed as NRA President; AMc's reputation was harmed; and AMc's contract with Lt. Col. North was diminished in value.

118. The NRA's Motion to File the Amended Complaint did not advance the stated cause of obtaining "specific performance" of AMc's duty to provide any documents, but was highly effective in turning the spotlight away from the NRA's troubles and setting up Lt. Col. North and AMc to be the scapegoats in the national news.

119. NRA's use of this Court to falsely demand access to documents that it already possessed and documents that it had not previously requested through the NRA's own required procedures was a pretext designed to cover the ulterior motive of the First Lawsuit – to cause damage to AMc's reputation and to facilitate the transfer of AMc's business to a competitor's control without obligating the NRA to pay the termination/severance payment required under the Services Agreement.

120. NRA used this Court's public proceeding as a vehicle to defame AMc and its employee, Lt. Col. Oliver North, and to accomplish ulterior objectives. Pursuing such ulterior motives constitutes an abuse of process, that was further amplified by the fact that AMc was unable to respond publicly by using any facts that the NRA could claim was "Confidential Information."

121. After the NRA's counsel was informed that AMc intended to file a Counterclaim in the First Lawsuit, the NRA responded on May 22, 2019, by filing this Second Lawsuit. The NRA's Second Lawsuit gives up any pretext that the dispute between the two parties is about a few documents. The NRA now seeks damages of \$40 million for actions by AMc that the NRA claims began in August 2018, thereby revealing the NRA's pretext in filing this first Lawsuit in April 2019 seeking the North Contract.

122. Continuing its strategy of trying the dispute in the press, the NRA leaked the Second Lawsuit to the Wall Street Journal before AMc or its attorneys were even told the Second Lawsuit was filed or that any alleged contract breach had occurred.

123. On May 24, 2019, the NRA compounded its abuse of the procedures of this Court by filing a pleading entitled Request for Emergency Hearing and Emergency Motion for Entry of an Order Staying this Action so that Plaintiff May Conduct Limited Discovery into Defendants' Theft of Plaintiff's Property."

124. This pleading included the words "Emergency" and "Theft" in its all caps heading but failed to allege facts that demonstrated either an "emergency" or a "theft."

125. This "emergency" pleading was disclosed to the public and to the press as part of the NRA's smear tactic directed against AMc, seeking to implicate AMc in a criminal act without any basis in fact.

126. After the public damage was inflicted on AMc, the NRA quietly withdrew its "Emergency" motion without ever scheduling a hearing and without any announcement to the press that the so-called "Emergency" did not exist. The NRA was able to accuse AMc of a criminal act in a public pleading and completely avoid any court supervision or judgment concerning such an outrageous libel.

127. The abuse of process continued unabated in the early stages of the Second NRA Lawsuit. Before this Second Lawsuit was even at issue, the NRA issued subpoenas for high profile depositions of NRA Board Members, including Lt. Col. Oliver North (Ret.) and NRA Members allegedly involved in leaking information:

128. These subpoenas to high-profile NRA Board Members were issued before service of process was even achieved against AMc. The subpoenas called for depositions well before any responsive pleading was due from the Defendants.

129. After various threats to schedule depositions of NRA's own members, the NRA has now taken three depositions with none of the witnesses testifying that they received any information from AMc and testifying that they had no contact with anyone at AMc about leaking documents. The purpose of the subpoenas, as articulated by one of the deponents, Mr. Robert Pincus, was not to schedule a real deposition, but rather to issue a public warning to the NRA's own members and board members that they will be scrutinized and forced into the middle of a legal proceeding if they take any action supportive of AMc. The AMc lawsuits were merely the procedural vehicle that allowed the NRA to threaten its own members.

130. LaPierre testified that he was more concerned about leaks emanating from the NRA's Office of the Treasurer than from AMc. The pretext of a lawsuit against AMC has allowed the NRA to put its own people under oath and ask them about leaks to the press.

131. The collateral use of legal process to serve the purpose of intimidation of potential witnesses and further a negative public relations campaign against an opposing party is not a mere accident. The NRA has retained the law firm of Brewer Attorneys & Counselors, and an attorney from that law firm has been admitted *pro hac vice* in this case.

132. The founder of the law firm, William Brewer, has publicly boasted that his law firm uses tactics that are part of what he calls the “new normal” in law practice:

In today’s world of high-stakes litigation, it is not often that the need for effective advocacy is confined to the courtroom. It typically requires advocacy in the court of public opinion. * * *

As many clients realize, crafting a public narrative can no longer fall solely under the purview of public relations agencies or a corporation’s in-house communications department.

According to recent press reports, the legal community has awakened to the “new” normal: issues and crisis management should be a fundamental component of any high-stakes advocacy plan. There are many advantages for clients when that function is managed by lawfirms.

Brewer, “Advocacy as Art: Lawyers Must Engage in Issues and Crisis Management,” May 6, 2019, TEXAS LAWYER. **Exhibit C.**¹

133. Attorney Brewer has boasted to the Wall Street Journal that he is spearheading the litigation against AMc on behalf of the NRA. *See* Wall Street Journal article wherein Brewer states he is “spearheading” this litigation. April 15, 2019. Mr. Brewer has now inserted attorneys from his law firm either through *pro hac vice* status or through general participation in depositions.

¹ Mr. Brewer did not mention in his Texas Lawyer article that he was sanctioned by a Texas Court for using improper public relations means in an effort to taint a jury pool in a high-profile case in West Texas. Mr. Brewer also failed to mention in his Texas Lawyer article that he failed to disclose this West Texas sanction when he sought *pro hac vice* status in a case representing the NRA in the Eastern District of Virginia and was admonished and removed as counsel when the false *pro hac vice* application was discovered by Federal Judge Liam O’Grady.

134. As described above, Mr. Brewer has spearheaded the litigation tactics of the NRA in the two suits against AMc in a way that abuses the process of this Court to gain a public relations advantage, smear AMc and intimidate witnesses supportive of AMc.

135. As a result of the various abuses of process, AMc has sustained actual and reputational damages to be proven at trial, with such compensatory damages exceeding \$50 million.

136. With respect to the Dallas federal court litigation and the Third Lawsuit filed in Alexandria, Virginia, the NRA has abused the process of this Court by bypassing the normal motions practice necessary to amend a complaint. Instead of notifying AMc counsel that the NRA had a new claim that merited an Amendment to the Complaint, going through a meet and confer session on the potential new claim, and then filing a motion with the Court to amend the Complaint, the NRA chose to bypass that process and simply file surprise lawsuits in new cases that do not require any motion practice. Through this abuse of process, the NRA garners the swift press coverage that attends to the filing of a new lawsuit and the NRA can dictate the timing of the press release to gain maximum advantage for the filing of each new claim.

137. If the NRA had not abused process by filing the additional lawsuits, the Court's required procedures for amending a complaint would have avoided the filing of the Third Lawsuit entirely. AMc had been working diligently formulating a list of assets to be returned to the NRA and was also facing a directive from the New York Attorney General's Office to preserve and not turn over certain NRA files and documents. See **Exhibit D**.

138. The NRA's legal actions against the New York Attorney General's Office has interfered with AMc's compliance with the Services Agreement task of returning documents to the NRA.

139. Each new filing allows the NRA to amplify its defamatory claims that AMc is involved in “extortion,” “theft” of NRA property, or some other outrageous claim that the NRA seeks to claim it can assert under the privilege attendant to court pleadings.

140. When the NRA is not filing some outrageous new lawsuit against AMc, its attorneys are sending out even more outrageous threats to subject AMc clients and former clients to abusive depositions. Within the last ten days, the NRA sent an email providing notice that its attorneys would be taking 16 depositions of current clients, former clients, and others. The message was notable as it was issued just two business days before the scheduled deposition of LaPierre and it was a transparent effort to ratchet the pressure on AMc’s business interests. The NRA’s discovery responses do not provide any justification for bringing the 16 entities into the case for depositions. This was a threat to inflict further abuse into the NRA’s litigation efforts.

141. AMc has suffered damages and continues to suffer damages from the NRA’s myriad and novel methods to abuse the process of this Court.

WHEREFORE, Ackerman McQueen seeks, on its behalf and on behalf of its subsidiary Mercury Group, recovery of damages in the amount not less than \$50 million, punitive damages allowed by statute, attorney fees, costs, and such other relief as this Court deems just.

JURY DEMAND

Counterclaim Plaintiffs demand this matter be heard before a jury on all triable issues.

REQUEST FOR RELIEF

WHEREFORE, for all the foregoing reasons, Defendants/Counterclaim Plaintiffs request the following relief:

1. Contractual remedies of \$1,500,000 as invoiced on September 30, 2016 for the return of the NRA property.

2. Actual and consequential damages arising from breach of contract in the amount of \$50,000,000;
3. Actual and consequential damages arising from abuse of process in the amount of \$50,000,000.
4. Punitive damages to the maximum amount allowed by law;
5. Injunctive relief barring the NRA from taking any further action in derogation of the Services Agreement and the NRA's obligation to comply with all good faith and fair dealing;
6. Reasonable attorney's fees as allowed under the "American Rule" exception allowing for the award of attorney fees for bad faith litigation;
7. Court costs; and
8. Such other legal and/or equitable relief to which Counterclaim Plaintiffs may be entitled.

Respectfully submitted,

ACKERMAN MCQUEEN, INC. and
MERCURY GROUP, INC.
By Counsel

Dated: October 1, 2019

Respectfully submitted,


/s/ David H. Dickieson

David H. Dickieson (VA Bar #31768)
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Joseph Gonzalez (*Pro hac vice*)
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CERTIFICATE OF SERVICE

I hereby certify that on this 1st day of October, 2019, the foregoing Answer was served upon counsel below via electronic mail:

James W. Hundley (jhundley@brigliahundley.com)

Robert H. Cox (rcox@brigliahundley.com)

Amy Bradley (abradley@brigliahundley.com)

Briglia Hundley, P.C.

1921 Gallows Road, Suite 750

Tysons Corner, VA 22182

A black rectangular redaction box covering the signature of David H. Dickieson.

David H. Dickieson

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CLERK OF COURTS
CITY OF ALEXANDRIA

2019 OCT -1 PM 3: 50

SERVICES AGREEMENT

THIS AGREEMENT, made this 30th day of April, 2017, by and between the National Rifle Association of America (hereinafter referred to as "NRA"), A New York Not-For-Profit Corporation, located at 11250 Waples Mill Road, Fairfax, Virginia 22030, and Ackerman McQueen, Inc., an Oklahoma corporation, and its wholly owned subsidiary, Mercury Group Inc., an Oklahoma corporation, (hereinafter collectively referred to as "AMc"), whose principal office is located in Oklahoma at 1100 The Tower, 1601 N.W. Expressway, Oklahoma City, Oklahoma 73118.

W I T N E S S E T H :

WHEREAS, AMc is in the business of providing comprehensive communications services including public relations, crisis management, strategic marketing, advertising and creative, as well as owned media and internet services, and warrants and represents that it possesses the capability, necessary personnel, political strength, equipment and other related items to perform such services; and,

WHEREAS, NRA is a Membership Organization and desires to retain AMc as a nonexclusive source for services described herein for NRA upon the terms and conditions hereinafter set forth.

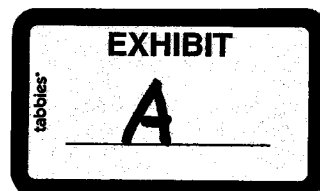
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

I. SERVICES

A. Public Relations/Crisis Management /Strategic Marketing Services

Services include a combination of generating earned media, responsive public relations, crisis management and strategic thinking to promote a positive image of the NRA as described below:

- Public relations advice and counsel, including crisis management.
- Ongoing media relations -- solicitation and placement of features in national, regional and local media; liaison with print and broadcast news media on a daily basis for unsolicited inquiries; ongoing media training for NRA officials; Editorial Board meetings; features for outdoor publications.
- Specialized public relations writing services (news releases, columns, editorials), and distribution of same as required (e.g. via wire service or individual contact).
- Research and information retrieval as necessary for NRA issues management at NRA's request and approval.
- Coordination, scheduling and on-site assistance when necessary for NRA officials' speeches and personal appearances.



- Coordination with internal NRA public relations staff in the Executive Office, General Operations and Institute for Legislative Action.
- Development of proactive earned media in national and regional media as it relates to NRA officials' appearances at special events (i.e. National Gun Shows, YHEC, Annual Meetings, etc.).
- Coordination and scheduling appearances for NRA officials and commentators; including on-site assistance (where necessary).
- Develop, produce, and place op-ed pieces for national and regional media coinciding with Special Events and NRA Officials' appearances.
- Advise and counsel with NRA Officials on strategic issues to provoke public debate and frame NRA's point-of-view for the general public.
- Speechwriting services (pivotal speeches for major events are discussed in "Advertising/Creative Services" Section).
- Management of Talent/Spokespersons for NRATV.
- Production and staffing for NRATV.

B. Advertising/Creative Services

The services described below (with the exception of "Media Planning and Placement" which is addressed separately as a subcategory of this Section) will be provided to NRA on a project ("Job") basis based on the fair market value of the work as determined by NRA and AMc. When reasonable time is available, cost estimates will be submitted for approval by NRA prior to the initiation of the Job.

- Speechwriting services for NRA dignitaries to be delivered at major events (includes background research, interviews with NRA Officials/Speaker, drafts and rehearsals if appropriate).
- Conceive, copywrite, design and produce local, regional, and national print and broadcast advertising and other appropriate forms of communication to present NRA's message.
- Original photography services and film processing (on location and/or in AMc's photo studio).
- Audio/Visual and Event Management services (i.e. Annual Meetings).
- Video Taping, Editing and Production.
- Music composition and arrangement and audio production.
- Primary Research services (quantitative and qualitative).

C. Media Planning and Placement Services

Detail of AMc's compensation for Media Services are provided in the "Compensation" Section. Services rendered for such are:

- With NRA's approval, plan and order by written contract or insertion order the print space, radio and television time, or other media to be used for advertising, always endeavoring to secure the best available rates. AMc shall remain solely liable for payment, to the extent NRA has paid AMc.
- Incorporate the advertising in the required form and forward it to media with proper instructions for fulfillment of the contract or insertion order.
- Diligently check and verify broadcasts, insertions, displays, or other means used to carry the message to ensure proper fulfillment of all media purchases made by AMc on NRA's behalf.
- For direct response paid media advertising (i.e. Infomercial), provide ongoing analysis and ROI to determine most effective media markets, dayparts, and stations on a time sensitive basis for redirection or concentration of funds as evaluation indicates.
- Carefully audit invoices and make timely payment to media and suppliers for space and time purchased by AMc on NRA's behalf.

D. Owned Media Services

- Full-time online broadcasting services for NRATV.
- Support services for NRATV provided by AMc Interactive include daily creation of graphics, flash animation for daily stories and synchronization to audio/video.
- Ongoing technical support service, unification, and advice for NRAHQ site (e.g. Answer to questions on service provider issues and simple "how-tos"). Application development or re-working requiring complex execution to be estimated on a project basis for NRA approval in advance of work performance.
- Full time marketing services to promote NRATV as well as on-site promotion of NRA programs, activities, and current events.
- Production of America's First Freedom Magazine.

E. Digital Systems Operations Support

- Technology consulting including third party solutions, cloud consulting and reviewing IS efforts.
- Reliability engineering and monitoring including performance monitoring, emergency response and overall efficiency.

- Resource and capacity planning for large scale hardware and software migration initiatives.
- System and database administration, maintenance, updating, monitoring and troubleshooting.

II. COMPENSATION

A. Public Relations/Political Strategy/Strategic Marketing Services

1. During the term of this Agreement, for ongoing Public Relations, Political Strategy and Strategic Marketing, NRA will pay AMc a fee as mutually agreed upon each year.

B. Advertising/Creative/Media Planning and Placement Services

1. During the term of this Agreement, for ongoing study of NRA's business, including account service, creative development and other support functions in connection with the day-to-day administration and operation of NRA's account, NRA will pay AMc 15% commission of the gross media expenditure, or a 17.65% mark-up of the net media billing, for all media researched, planned, placed and administered by AMc on NRA's behalf.
2. For collateral advertising services and products purchased on NRA's behalf from external suppliers (such as separations, engravings, typography, printing, etc.), by a 15% commission if offered, or a 17.65% mark-up of net billing. Estimates of the cost of external services and products are prepared, when reasonable time is available, for approval in advance and are subject to no more than a +/-10% variance provided AMc is authorized to proceed with production within thirty (30) days of the date the estimate is presented. Client changes in job specifications usually will result in the preparation and submission of a revised estimate; however, NRA agrees to assume financial responsibility for all changes specified by NRA then executed by AMc with NRA's knowledge.
3. For art concepts, design layout, photography and film processing, copywriting, music composition and arrangement, audio and video production, etc., by cost quotations submitted for approval in advance, when reasonable time is available, or at the comprehensive art, storyboard, demo music, etc. stage. These quotations are based on the fair market value of the work as determined by AMc, and take into consideration, among other things, the hourly rates of the personnel assigned to the project and the required to complete the job. Written estimates are subject to no more than a +/- 10% variance provided they are approved by NRA and AMc is expressly authorized to proceed with production within thirty (30) days of the date the estimate is presented. Client changes in job specifications will

usually result in a revised estimate; however, NRA agrees to assume financial responsibility for all changes specified by NRA, then executed by AMc with NRA's knowledge.

C. Owned Media and Internet Services

During the term of this agreement, AMc will provide owned media and online broadcasting and website management, hosting and creation of NRATV, as well as full time marketing services. NRA will pay AMc a fee as mutually agreed upon each year.

D. Digital Systems Operations Support

During the term of this agreement, AMc will provide digital systems operations support. NRA will pay AMc a fee as mutually agreed upon each year.

E. Other Projects

If AMc undertakes, at NRA's request, additional or special assignments, not included within the services described in this project, the charges made by AMc will be agreed-upon in advance whenever possible. If no specific agreement was made, AMc will charge NRA a fair market price for the work performed.

III. **BILLING AND PAYMENT**

- A. Mailing and express charges, long distance telephone calls, photocopies, deliveries, sales taxes and reasonable out-of-town travel including transportation, meals and lodging, etc. on NRA's express behalf, shall be billed at AMc's cost. All out-of-town travel expenses shall require prior written approval in accordance with written procedures established by the NRA Executive Vice President or his designee. Payment of travel expenses not approved in advance may result in denial of reimbursement. Expenses not listed above shall be considered to be normal business expenses of AMc and not billable to NRA unless specifically authorized in writing by the NRA Executive Vice president or his designee.
- B. All sales, use and similar taxes and all import, export and foreign taxes imposed by all applicable governmental authorities shall be billed to NRA at the amount imposed by such governmental authorities. AMc shall not be obligated to contest the applicability of any such taxes to the transactions performed pursuant to this Services Agreement.
- C. Fees shall be billed on or before the 5th of each month. This billing shall include costs specified in paragraph III A.
- D. Special assignments not included in this Agreement which cannot reasonably be included under the monthly fee must be approved in accordance with written procedures established by the NRA Executive Vice President or his designee, and the charges made by AMc shall be agreed upon in advance, where reasonable.

otherwise such charges shall be not greater than the usual and customary charges for such services or expenses in the industry.

- E. All sums payable to AMc under this Services Agreement shall be payable at AMc's corporate headquarters in Oklahoma City, Oklahoma within 30 days of the invoice date. Any amounts not received by AMc within 60 days from the date of the invoice shall bear interest at the rate of 1.0% per month from the date of the invoice until paid. NRA shall notify AMc of any questions concerning any invoices within 10 business days after receipt.

IV. CONFIDENTIALITY

A. AMc

1. AMc shall not disclose, directly or indirectly, to any third party any NRA membership data or mailing lists, any materials or information relating thereto, or any other data, materials or information coming to the knowledge of AMc, supplied to AMc by NRA, or otherwise made known to AMc as a result of AMc's providing Services (hereinafter collectively, referred to as the "Confidential Information"), without the prior express written permission of NRA. This Services Agreement shall control AMc's providing fulfillment services to NRA.
 2. AMc shall not make or cause to have made any copies of any NRA Confidential Information without the prior express written authorization of NRA.
 3. AMc may use such Confidential Information only for the limited purpose of providing its Services to NRA.
 4. AMc may disclose such Confidential Information to AMc's employees but only to the extent necessary to provide its Services. AMc warrants and agrees to prevent disclosure of Confidential Information by its employees, agents, successors, assigns and subcontractors.
- B. AMc, its employees and agents, shall comply with any and all security arrangements imposed by NRA respecting access to Confidential Information.
- C. AMc acknowledges NRA's exclusive right, title and interest in the Confidential Information, and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or tending to impair any part of such right, title or interest.
- D. AMc shall cease and desist from any and all use of the Confidential Information, and AMc shall promptly return to NRA, in a manner satisfactory to NRA, any and all Confidential Information, upon the earlier to occur of the following: the completion or termination of the Services Agreement.

V. INDEMNIFICATION/INSURANCE

A. AMc

1. AMc agrees to indemnify, defend and hold harmless NRA from and against any loss, liability and expenses including attorney's fees which NRA shall become obligated to pay in respect to: (a) materials prepared by AMc on behalf of NRA which gives rise to any claims pertaining to libel, slander, defamation, infringement of copyright, title or slogan, or privacy or invasion of rights of privacy; or (b) the public relations services and related activities of any person engaged by AMc as a spokesperson in connection with NRA and its purposes, objectives and activities ("Spokesperson") pursuant to the direction or supervision of AMc. Insurance coverage for the foregoing indemnification obligations shall be maintained by AMc.
2. NRA agrees to give AMc prompt notice of such claims and to permit AMc, through AMc's insurance carrier and/or counsel of AMc's choice, to control the defense or settlement thereof. However, NRA reserves the right to participate in the defense of any such claim through NRA's own counsel and at NRA's own expense.
3. AMc shall take reasonable precautions to safeguard NRA's property entrusted to AMc's custody or control, but in the absence of negligence on AMc's part or willful disregard of NRA's property rights, AMc shall not be held responsible for any loss, damage, destruction, or unauthorized use by others of any such property.
4. AMc shall not be liable to NRA by reason of default of suppliers of materials and services, owners of media, or other persons not AMc employees or contractors unless supplier(s) is under control of AMc or AMc should have reasonably anticipated default.

B. NRA

1. NRA agrees to indemnify, defend and hold harmless AMc, and its directors, officers, employees, agents, contractors and representatives (collectively, the "AMc Indemnified Parties," such directors, officers, employees, agents, contractors and representatives being hereby deemed third party beneficiaries of this indemnity provision), from and against any and all claims, demands, causes of action, suits, liabilities, losses, damages settlements, judgments, and expenses (including attorney's fees), arising from (1) any data, materials, or service performance claims furnished to any AMc Indemnified Party by NRA, or approved by NRA, from which a AMc Indemnified Party prepared any publicity materials or public relations materials, or which were used by a AMc Indemnified Party in the production of advertising which was approved by NRA; (2) any claim, action or proceeding by any person(s), entity(ies), the United States of

America, any state(s), county(ies), or municipality(ies), or any department, agency, board, bureau, commission, attorney general, or other instrumentality(ies) or political subdivision(s) of any of the foregoing, seeking (a) damages (whether actual, exemplary, or both), reimbursement or other compensation for any alleged injury(ies), death(s), or private or public losses, damages or costs related to one or more incidents of violence committed with firearms, or (b) an injunction or other equitable relief with respect to the activities of a AMc Indemnified Party performed on behalf of NRA pursuant to this Agreement or otherwise requested or approved by NRA; or (3) the public relations services and related activities of any Spokesperson pursuant to the direction or supervision of NRA. Insurance coverage for the foregoing indemnification obligations shall be maintained by NRA.

2. AMc agrees to give NRA prompt notice of any matter covered by NRA's indemnity set forth above and to permit NRA, through NRA's insurance carrier and/or counsel of NRA's choice, to control the defense or settlement thereof. However, AMc and the other AMc Indemnified Parties reserve the right to participate in the defense of any such claim through the AMc Indemnified Parties' own counsel and at the AMc Indemnified Parties' own expense.

- C. NRA shall reserve the right, in NRA's best interest, to modify, reject, cancel, or stop any and all plans, schedule, and work in progress. In such event AMc shall immediately take proper and responsible action to carry out such instruction; NRA, however, agrees to assume AMc's liability for agreed upon commitments and to reimburse AMc for losses AMc may derive therefrom, and to pay AMc for all internal and external expenses incurred on NRA's behalf with NRA's authorization and to pay AMc charges relating thereto in accordance with the provisions of this Services Agreement.

VI. OWNERSHIP OF PRODUCTS

All creative works developed by AMc in fulfilling its obligations under this Services Agreement shall constitute works made for hire, and shall be the property of NRA. In the event that such works should not be "works made for hire," as such works are defined at 17 U.S.C. § 101, then AMc transfers and assigns to NRA the ownership of all copyright in such works. In the event that AMc should employ a subcontractor, AMc shall arrange for the transfer of such intellectual property to NRA. All other, and further, intellectual property and mailing lists, under any definition, whether common law or statutory, created or developed by AMc in fulfilling its obligations under this Services Agreement, are NRA's sole and exclusive property, and AMc does hereby assign all right, title and interest in same to NRA to the extent that AMc has such rights to assign and transfer. In no event shall AMc be deemed to be assigning or transferring greater rights than it has acquired from any supplier or contractor from who it may have acquired certain elements of the material prepared for NRA.

VII. NO COMPETITION

For the duration of this Service Agreement, AMc shall not represent any other entity in public relations services directly competitive with NRA without NRA's prior written approval.

VIII. EXAMINATION OF RECORDS

During the term of this Services Agreement, AMc authorizes NRA, upon reasonable notice, to examine AMc and Mercury's files, books, and records, with respect to matters covered under this Services Agreement.

IX. AUTHORIZED CONTACTS

AMc is authorized to act upon written communications received from the NRA Executive Vice President or his designee. He or his designee are the only persons within NRA who have the actual authority to issue such communications.

X. MISCELLANEOUS

- A. Severability. If any provision of this Services Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.
- B. Binding Effect; Agents. The provisions of this Services Agreement shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of the parties hereto. In performing the Services described above and in taking any action necessarily incident thereto, AMc may utilize the services of AMc's employees and/or such agents or independent contractors approved by NRA as AMc deems appropriate.
- C. Section Headings. Section headings contained in this Services Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation thereof.
- D. Integrated Agreement. This Services Agreement, together with any Exhibits hereto, constitute the entire agreement between NRA and AMc relating to the matters covered by this Services Agreement at the time of its signing. This Services Agreement supersedes all prior agreements, including letter agreements and memoranda of understanding.
- E. Survival. The terms, covenants, and conditions of Section IV and Section V shall survive the termination or expiration of this Services Agreement.

XI. TERMINATION

- A. This Services Agreement shall become effective upon the execution hereof.

- B. This Services Agreement shall continue in full force and effect for an initial period of eight (8) months ending 12-31-2017. After the initial period of eight (8) months, NRA or AMc may at their sole and exclusive discretion, terminate this Services Agreement, without any cause whatsoever, upon ninety (90) days written notice. Without such written notice, it is the intention of the parties that the Services Agreement will automatically renew. Any written notice to cancel this Contract shall be effective ninety (90) days from the date the Party giving notice to cancel tenders such written notice to the other Party. In the event of said termination, all further obligations of each party to perform shall cease, except as otherwise specifically provided in this Services Agreement. In said case NRA shall, pursuant to Section III, reimburse AMc for expenses incurred on NRA's behalf up to the date of termination.
- C. This Services Agreement may be terminated by NRA immediately upon written notice if: (1) AMc fails to diligently and in good faith perform any of its obligations contemplated hereunder; (2) AMc breaches any term, promise or covenant hereunder; (3) AMc files for bankruptcy; (4) there occurs any assignment for the benefit of creditors or the placement of any of AMc's assets in the hands of a trustee or receiver; (5) AMc becomes insolvent or bankrupt; (6) AMc is dissolved. If NRA so terminates this Services Agreement, NRA shall have no obligation to make payments except that NRA shall, pursuant to Section III, reimburse AMc for expenses incurred up to the date of said notice of termination.
- D. This Services Agreement may be terminated by AMc immediately upon written notice if (1) NRA fails to diligently and in good faith perform any of its obligations contemplated hereunder; (2) NRA breaches any term, promise or covenant hereunder; (3) NRA files for bankruptcy; (4) there occurs any assignment for the benefit of creditors or the placement of any of NRA's assets in the hands of a trustee or receiver; (5) NRA becomes insolvent or bankrupt; or, (6) NRA is dissolved.
- E. Upon the expiration or termination of this Services Agreement, AMc shall immediately return to NRA, to such place and in such manner as NRA may specify, any and all of NRA's property, materials, documents, Confidential Information, etc., that may be in AMc's possession. All charges for accumulating said materials shall be approved and paid in advance of receipt by the NRA. For all non-cancellable contracts entered into between AMc and third parties for the benefit of the NRA (herein "AMc-Third Party NRA Contracts"), the NRA agrees to pay AMc upon such expiration or termination the balance of the compensation payable under such AMc-Third Party NRA Contracts as of the date of expiration or termination so that AMc can fulfill its obligations under said Contracts after expiration or termination. If any AMc-Third Party NRA Contract(s) are cancelable upon payment of a fee and the NRA requests that such Contract(s) be cancelled, the NRA agrees to pay AMc the cancellation fees payable under such Contracts as a condition of AMc cancelling such Contract(s).
- F. In consideration of the dedication of a substantial number of personnel and resources to provide the services under this Agreement (and the necessity to

maintain such staffing levels and resource allocations to enable AMc to continue to provide such services upon any renewals hereof), the NRA agrees to pay AMc a fair and equitable termination fee to compensate it for the inevitable severances and other reasonable costs incurred in conjunction with such expiration or termination. Such termination fees shall be negotiated in good faith by the parties and paid to AMc no later than the last day of this Agreement.

- G. The terms, covenants, and conditions of Section IV and Section V shall survive the termination or expiration of this Services Agreement.

XII. GOVERNING LAW AND CONSENT TO JURISDICTION, VENUE, AND SERVICE

- A. This Services Agreement and any disputes arising thereunder shall be governed by and construed solely under the laws of the Commonwealth of Virginia, or, if applicable by federal law.
- B. AMc consents and agrees that all legal proceedings relating to the subject matter of this Services Agreement shall be maintained exclusively in courts sitting within the City of Alexandria or the County of Fairfax, Commonwealth of Virginia, and AMc hereby consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. AMc furthermore consents to the exercise of personal jurisdiction by said courts over AMc.

IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind their employees, agents, successors and assigns, the parties have executed this Services Agreement the day and date above written.

National Rifle Association (NRA)



Allan D. Cors, President
Print Name/Title

Ackerman McQueen, Inc.



Melanie Montgomery
Print Name/Title
EVP

(a)

AMENDMENT NO. 1 TO SERVICES AGREEMENT

This Amendment No. 1 to Services Agreement (this "Amendment") is dated as of May 6, 2018, and is entered into by and between the National Rifle Association of America ("NRA") and Ackerman McQueen, Inc. ("AMc").

WITNESSETH:

WHEREAS, NRA and AMc are parties to that certain Services Agreement (the "Services Agreement") dated April 30, 2017; and;

WHEREAS, NRA and AMc desire to amend the Services Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Defined Terms. All initial capitalized terms used herein but not defined herein shall have the meanings set forth in the Services Agreement.
2. Amendment of Paragraph III E. Paragraph III E of the Services Agreement is hereby amended to add the following provisions at the beginning of paragraph III E:

All service fee billing under this Services Agreement for talent and employees who work through AMc for NRA and its affiliates, including, but not limited to, Dana Loesch and _____, shall be invoiced by AMc no later than the fifth day of each calendar month, which invoice shall be payable by NRA to AMc at AMc's corporate headquarters in Oklahoma City, Oklahoma within 30 days of the invoice date. NRA acknowledges that its failure to pay such an invoice within 30 days will cause substantial financial damage to AMc. Accordingly, if at any time NRA fails to timely pay the invoice, NRA agrees that it shall post a \$3,000,000 letter of credit (the "LOC") for the benefit of AMc. The LOC shall continue in existence for the term of the Agreement and shall be maintained at \$3,000,000 at all times. The LOC may only be drawn upon to pay in full invoices for service fee billings outstanding more than 30 days.

3. Amendment of Paragraph XI E. Paragraph XI E shall be amended and restated in its entirety to read as follows:


Upon the expiration or termination of this Services Agreement, AMc shall immediately return to NRA, to such place and in such manner as NRA may specify, any and all of NRA's property, materials, documents, Confidential Information, etc., that may be in AMc's possession. All charges for accumulating said materials shall be approved and paid in advance of receipt by the NRA. For all non-cancellable contracts entered into between AMc and third parties for the benefit of the NRA (herein "AMc-Third Party NRA Contracts"), the NRA agrees to pay AMc upon such expiration or termination the balance of the compensation payable under such AMc-Third Party NRA Contracts

(including, but not limited to, the AMc-Third Party NRA Contracts with Dana Loesch and OLIVER NORTH) as of the date of expiration or termination so that AMc can fulfill its obligations under said Contracts after expiration or termination. If any AMc-Third Party NRA Contract(s) are cancellable upon payment of a fee and the NRA requests that such Contract(s) be cancelled, the NRA agrees to pay AMc the cancellation fees payable under such Contracts as a condition of AMc cancelling such Contract(s).


4. Integrated Agreement. This Amendment and the Service Agreement, and the Exhibits thereto, constitute the entire agreement between NRA and AMc relating to the matters covered hereto and thereto.
5. Miscellaneous. Paragraphs X and XII of the Services Agreement are hereby incorporated by reference as if set forth in full in this Amendment.
6. Effect. In the event of a conflict between this Amendment and the Services Agreement, the provisions of this Amendment shall control. To the extent not amended by this Amendment, all of the provisions of the Services Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, and intending to be legally bound hereby, and further intending to bind their employees, agents, successors and assigns, the parties have executed this Amendment the day and date above written.


National Rifle Association of America (NRA)


Wilson Phillips Jr.
Print Name/Title Treasurer

Ackerman McQueen, Inc.


Pete R. Brownell
Print Name/Title

ATTEST:


ATTEST:


The New York Times

N.R.A. Sues Contractor Behind NRATV

By Danny Hakim

April 15, 2019

It's the N.R.A. versus NRATV.

The National Rifle Association sued one of its largest and most enduring contractors late last week and raised concerns about the contractor's relationship to the association's own president, Oliver North, in a stunning breach within the normally buttoned-up organization.

The suit was filed late Friday by the N.R.A. in Virginia, where it is based, against Ackerman McQueen, the Oklahoma ad firm that operates NRATV, the group's incendiary online media arm. The suit asserts that Ackerman has concealed details from the N.R.A. about how the company is spending the roughly \$40 million that it and its affiliates receive annually from the association.

The suit creates uncertainty about Mr. North's future at the organization. And it leaves the future of NRATV in doubt, given the new acrimony in the Ackerman relationship.

Since Ackerman created NRATV in 2016, it has often been "perceived by the public as the voice of the N.R.A.," according to the rifle association's complaint. It has also taken on an apocalyptic tone, warning of race wars, calling for a march on the Federal Bureau of Investigation and portraying the talking trains in the children's show "Thomas & Friends" in Ku Klux Klan hoods.

The New York Times reported this year that two prominent N.R.A. board members were among those voicing alarm inside the association that NRATV was often straying beyond gun rights. The Times article also revealed that Ackerman had a previously undisclosed financial relationship with Mr. North.

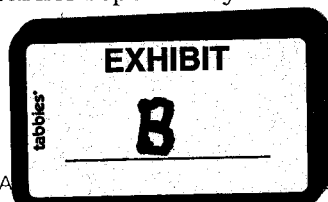
The association is untangling broader problems as well, including a legal fight in New York with the administration of Gov. Andrew M. Cuomo over an insurance program the N.R.A. offers to gun owners. The new state attorney general, Letitia James, has also repeatedly threatened to investigate the tax-exempt status of the organization, which was incorporated in New York.

Facing this regulatory backdrop, the association began a review of its financial relationships with hundreds of vendors in August to ensure that it was in compliance with best practices.

The N.R.A. complaint alleges that Ackerman refused to turn over a number of financial records, including those detailing out-of-pocket expenses "that lacked meaningful documentation of N.R.A. approvals, receipts or other support." The association also wants documents that it says could allay its concern that it was being invoiced for the full salaries of Ackerman employees who also did work for other Ackerman clients. In addition, the complaint alleges that Ackerman has refused to provide data about NRATV's unique visitors and various other performance measures.

"The N.R.A.'s patience has run out," the suit says.

Ackerman, in a statement, sharply disputed the contentions in the lawsuit, whose filing was earlier reported by The Wall Street Journal.



“During a three-week review, an N.R.A. forensic auditing firm received every single piece of information they [the N.R.A.] requested,” the statement said. “Further, the N.R.A. has had consistent access to any and all documents regarding NRATV analytics. Despite the representation set forth in their lawsuit, the N.R.A. had the personnel contract they claim AM withheld last week before they filed their lawsuit.”

The complaint details a peculiar standoff with Ackerman over Mr. North, who took over as president last year. The N.R.A. claims it was aware that Mr. North had a contract to act as the host of a web series for Ackerman, but that Ackerman has refused to provide a copy of the contract for nearly six months. Additionally, Mr. North’s counsel told the N.R.A. that “he could only disclose a copy of the contract” if Ackerman said he could, the suit says.

Subsequently, Ackerman allowed the N.R.A.’s general counsel to view the contract but not keep a copy; the viewing added to N.R.A. concerns that it had not previously received an accurate summary of the document. The association was also concerned that Mr. North’s relationship to Ackerman could “supersede his duties to the N.R.A.”

A standoff persists over additional details about the relationship, according to the complaint.

The lawsuit is further complicated by family ties. The N.R.A.’s outside lawyer, William A. Brewer III, is the son-in-law of Angus McQueen, a co-chief executive of Ackerman, and the brother-in-law of Revan McQueen, its chief executive. Ackerman called the relationships an “irreconcilable conflict of interest” and said some kind of family dispute “pervades the Brewer firm’s dealings with Ackerman McQueen.”

Travis Carter, a spokesman for Mr. Brewer’s law firm, said “the familial relationship” had “no bearing whatsoever on the N.R.A.’s litigation strategy.” He added, “Any suggestion to the contrary is contrived and a red herring.”

The suit culminates the fracturing of a more than three-decade relationship between Ackerman and the N.R.A., going back to the shaping of such memorable lines as Charlton Heston’s proclaiming that his gun would have to be pried “from my cold, dead hands.” Wayne LaPierre, the longtime chief executive of the N.R.A., had previously been a steadfast champion of the Ackerman relationship.

“I think it says something about Wayne’s character, even though he’s had a long-term working business relationship with a vendor, he’s willing to do what is right and necessary for the N.R.A. and its members,” said Todd Rathner, a board member of the rifle association.

Joel Friedman, another board member, said he was dismayed that the documents had not been turned over.

“It leaves you questioning, and you can come up with all these potential different scenarios as to why, but none of them are good,” he said.

“My mind goes to: Are they overcharging us? That’s one,” he added. “Two, are there things charged to us that were not part of the contract? Then, No. 3, has there been a misallocation of personnel?”

Susan Beachy contributed research.

A version of this article appears in print on April 16, 2019, on Page B3 of the New York edition with the headline: N.R.A. Sues Operator of ‘Voice of the N.R.A.’

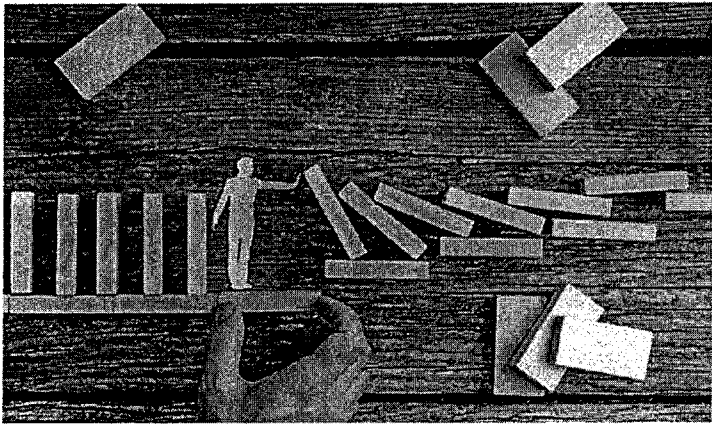
🖨 Click to print or Select 'Print' in your browser menu to print this document.

Page printed from: <https://www.law.com/texaslawyer/2019/05/06/advocacy-as-art-lawyers-must-engage-in-issues-and-crisis-management/>

Advocacy as Art: Lawyers Must Engage in Issues and Crisis Management

When public relations is stitched into the fabric of the advocacy, the practice can efficiently influence and improve the development of each case or crisis.

By **William A. Brewer III** | May 06, 2019

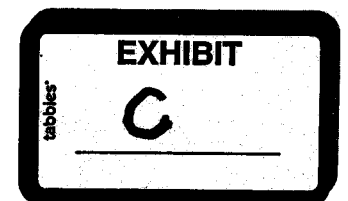


Crisis management

In today's world of high-stakes litigation, it is not often that the need for effective advocacy is confined to the courtroom. It typically requires advocacy in the court of public opinion.

It is no surprise that businesses, public interest groups and leading entrepreneurs increasingly look to law firms to create multi-dimensional, multi-layered strategies that advocate for them

in the public square. Many law firms engineer carefully crafted plans to advance their clients' interests and protect their most valued asset, their brand.



The regulatory arena, legislative environment and news media are all touchstones of effective advocacy in bet-the-business litigation, working in coordination with one another to help clients achieve successful outcomes.

As many clients realize, crafting a public narrative can no longer fall solely under the purview of public relations agencies or a corporation's in-house communications department.

According to recent press reports, the legal community has awakened to the "new" normal: issues and crisis management should be a fundamental component of any high-stakes advocacy plan. There are many advantages for clients when that function is managed by law firms.

The fusion of legal and communications resources can produce more compelling, effective advocacy—enabling clients to favorably posture themselves, mitigate reputational damage and have a voice in the telling of the stories that define them.

What's more, lawyers who manage issues and crisis management are able to help clients gain strategic advantages in their advocacy and recognize improvements in operational efficiencies, including cost-savings.

When communications professionals are deployed within law firms, the resources are more quickly and readily available. They are unencumbered by the drag of expensive "ramp up" periods often required by PR firms—which often renders the messaging "late" and diminishes its effectiveness.

There is also an inherent advantage in having law, media and politics all directed under the umbrella of the attorney-client relationship. The advocacy can be coordinated and responsive—working in alignment with a client's legal objectives, elements of which might not be fully appreciated by a siloed PR firm.

Seeing the Vision

A handful of law firms that were early entrants in the world of crisis management practices—specialized work groups that help clients navigate the media landscape, engage in the regulatory arena and advocate in public forums.

In 2001, we launched our practice group—after outsourcing certain elements of the public relations function during much of our firm’s formative years. We often explain that we made the decision because we were driven to do so by the demands of our commercial litigation practice.

In short, we realized that the most significant cases on our docket not only generated media attention, but invited regulatory scrutiny, sparked shareholder inquiries, and were a catalyst for stakeholder engagement. Our clients facing the “all-or-nothing” proposition of bet-the-business litigation often turned to us to navigate them through treacherous waters of news cycle advocacy.

The truth is many CEOs and GCs of major Lone Star corporations—or those from companies with a significant footprint in Texas—know that effective issues and crisis management is key to advancing their interests, managing exposure and positioning their companies for success. They appreciate the importance of public opinion in shaping outcomes, including litigation.

More Than a Call Center

Effective crisis management is about more than media relations. It centers on the ability to assess and manage a client’s most critical elements of public exposure. How do clients protect and advance their position, posture themselves for success, and protect their reputational interests? The answer lies in courtroom and public advocacy that works in concert, not conflict.

Public relations is about more than press engagement. It involves projecting your external voice as a gateway into informing *and influencing* key audiences. That includes customers, employees, shareholders and other influencers who can impact long-term success.

The aim of the lawyers who operate in high-profile cases is to provide advocacy in all forums.

Advocacy is made more successful by ensuring the legal strategy and messaging are consistent. Crisis experts should manage the *immediate* issue or concern but with a *forward-looking* vision that helps clients anticipate challenges, leverage long-term opportunities and protect against reputational harm. They need to see the forest *and* the trees.

With this in mind, we employ former news reporters, crisis experts and lobbyists to help understand the landscapes in which our clients are involved. These professionals can provide strategic counsel not only in connection with high-profile litigation, but also in anticipating and responding to a wide range of reputational concerns.

They understand that the news cycle is in perpetual motion—with websites and social media driving the need for “rapid response” advocacy that is best understood by those who have firsthand experience confronting its demands.

From Competitive *Advantage* to Competitive *Necessity*

Having crisis communications skill sets in-house provides law firms with invaluable expertise, perspective, and insight into the analysis of each client’s circumstances.

When public relations is stitched into the fabric of the advocacy, the practice can efficiently influence *and improve* the development of each case or crisis.

Put another way, law firms that operate as issues and crisis managers offer an added level of advocacy—one that is uniquely creative, responsive and influential.

What was once a competitive advantage for firms and their clients is quickly becoming a competitive necessity, as valuable as any other weapon in the attorney’s arsenal.

William A. Brewer III is managing partner at Brewer, Attorneys & Counselors, with offices in Dallas. His practice operates at the intersection of law, business and communications. In 2001, Brewer pioneered the development of an Issues & Crisis Management group that specializes in managing reputational issues for a broad range of clients.

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SCHERTLER & ONORATO, L.L.P.

September 30, 2019

VIA ELECTRONIC MAIL AND FIRST-CLASS MAIL

Michael J. Collins
Brewer Attorneys & Counselors
750 Lexington Avenue
14th Floor
New York, New York 10022

RE: National Rifle Association of America v. Ackerman McQueen, Inc.,

Dear Michael:

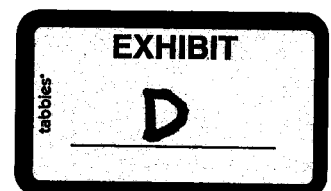
I am writing in response to the National Rifle Association of America's (NRA) demand for the return of NRA property pursuant to Section XI of the Services Agreement.

Ackerman McQueen (AMc) has been working diligently to return NRA property to the NRA as set forth in the parties' Services Agreement. This task has been complicated by the sheer volume of physical assets and digital assets accumulated over the 38-year history of the relationship between the NRA and AMc. The task has been further delayed and complicated by a directive from the New York Attorney General's Office ("NY OAG") stating:

"I write to confirm that it is OAG's position that Ackerman is required to retain possession of the documents subject to OAG's preservation notice and subpoena to Ackerman, notwithstanding any contractual or other demands for the return of those documents made by the NRA."

The NY OAG preservation notice requires AMc to maintain certain physical assets such as paper files as well as certain digital files. With the understanding that AMc cannot return those materials as a result of the NY OAG's preservation notice or without permission from the NY OAG, we are nevertheless submitting the enclosed invoice for the return of all NRA materials. This invoice assumes the return of all NRA material, some of which is subject to the NY OAG's preservation hold. We view this invoice as the **first step** in a process to return NRA materials as contemplated by Section XI.E of the Services Agreement which states that "All charges for accumulating said materials shall be approved and paid in advance of receipt by the NRA." Thus, the **second step** will be the payment by the NRA for the return of the materials.

The **third step** will be the production of items not subject to the Attorney General's Office hold and the submission of an additional invoice to pay for the storage of the materials subject to the preservation notice. Once the NY Attorney General's Office releases the preservation notice and permits AMc to return the material subject to the hold, and full payment



is received from the NRA, the remaining materials will be returned to the NRA as the **fourth and last step** of the process.

Let me know if you have any questions about this process.

Very truly yours,

A large black rectangular redaction box covering the signature of David H. Dickieson.

David H. Dickieson

cc: James W. Hundley
Robert H. Cox
David Schertler
Joseph Gonzalez



BY ELECTRONIC MAIL

September 27, 2019

Andrew Arulanandam
National Rifle Association
11250 Waples Mill Road
Fairfax, Virginia 22030

Cc: Mr. Wayne LaPierre
Mr. Craig Spray
Mr. Revan McQueen
Mr. Bill Winkler

Dear Andrew:

Pursuant to Section XI.E of the Services Agreement, please see the attached invoice for the accumulation and return of NRA property. It is self-explanatory with the exception of the delivery of digital assets. Assuming you will receive all digital files, including raw footage, the size of such is enormous – 1.7 petabytes. We have researched many options to achieve this transfer and recommend a NAS system that will accommodate up to 1.7 petabytes. This would be a piece of equipment that NRA would procure, have shipped to AM in OKC and we would begin the process of file uploading. Once completed, the equipment would be returned to NRAHQ for permanent storage. Physically, it is about the size of a large bookcase. I have attached information from one of the manufacturers of this equipment for your information and consideration. Using the NAS system is the most reliable, secure, cost and time efficient option. Clearly with this amount of data, hard drives are not a viable option because of the time and quantity it would take for transfer and the amount of storage space required on your end (also, over time hard drives can fail). Additionally, software for Cloud based hot storage (on demand retrieval) and/or cold storage (appointment retrieval) is not an option based on time consumption to transfer the petabytes. If, however, NRA determines to narrow the scope of what it would like delivered (either by year(s)/project/campaign, or any other combination thereof), please specify what you are requiring and we can then determine the most reliable and time/cost effective method of delivery.

In case you are not aware, Ackerman McQueen worked with NRAIS to architect the NRA AWS environment. That environment contains an AWS S3 repository containing over 47,000 video source files for NRANews, NRATV, Life of Duty and Women's Network files. Additionally, occasionally ILA, GO and Publications used this repository as well. See attached list of files for your reference.

The payment terms are stated on the invoice. We will begin the process once the first half of the payment is received. Again, if NRA wishes to narrow the scope, please be specific and we will re-evaluate the timing and pricing.

Best regards,


Melanie Montgomery
EVP, Management Supervisor

COLORADO SPRINGS • DALLAS • OKLAHOMA CITY • TULSA

ACKERMAN



MCQUEEN

1100 THE TOWER • 1601 NORTHWEST EXPRESSWAY • OKLAHOMA CITY, OK 73118

405-843-7777 • FAX 405-842-5647

Production Invoice

Craig Spray
National Rifle Association
11250 Waples Mill Road
Fairfax, VA 22030

Invoice Number: 169859
Invoice Date: 9/27/2019
Due Date: 10/27/2019
Terms: 30 Days

NR-REF

Return of Property

Return of NRA Property

Physical Assets:

Return of physical assets from six AM locations (Alexandria, VA; Colorado Springs, CO; Dallas, TX; Farmville, VA; Oklahoma City, OK; and Southlake, TX). Includes physical property dating back to 1981 through pre-digital era such as audio, video and photography, as well as additional physical property including all studio equipment purchased by NRA, furniture purchased by NRA, set props, samples of print work, mechanical art and proofs of ads, brochures, and posters. Also includes strategic presentation documents/decks and printed copies of speeches written on behalf of NRA. See attachment labeled "NRA Physical Assets" for a listing of the above, number and size of boxes to accumulate and task required for such, including disassembly and boxing of all equipment. See also the five Excel attachments for itemized listings of all studio equipment and props. Upon receipt of payment, approximate time required to accumulate, box and label is approximately 3-4 months. Does not include costs and/or timing for shipping/truck rentals, etc.

Digital Assets:

Delivery of all digital assets which include video files, animations, audio files, design files, photography and other digitized documents (presentations, releases, speeches, etc.) This includes ALL raw footage and finished production. Total file size is approximately 1.7 petabytes. See attachment labeled "NRA Digital Assets" for a listing of the above with corresponding file size in terabytes. Refer to cover letter for recommended method of delivery. Upon receipt of payment, approximate time for delivery accrual utilizing recommended method is approximately 4-6 months.

Access:

Delivery of admin permissions for Google Analytics account information, access to Git Lab (source files for all Unified websites) and all NRA email accounts hosted by AM (eg. Americasfirstfreedom.com, lifeofduty.tv, nranews.com, nraringoffreedom.com, nraschoolshield.com, nratv.com and nrawomen.tv).

Total Payment Due: \$1,500,000.00

(One/half due upon project commencement (\$750,000.00). Final payment due upon project completion prior to delivery of assets (\$750,000.00).

Invoice Total Amount: \$1,500,000.00

#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
PHYSICAL ASSETS						
Alexandria, VA (MG)		LOCATIONS			SUM 1176.0	SUM 0.0
1	NRANews Studio Mercury Group Office	Equipment, furniture and set materials to fill a large box truck (24' x 7' x 7')	NRANews items located at the MG office	Disassemble equipment Disassemble set materials Disassemble furniture Box up equipment	1176.0	0.0
Colorado Springs, CO		LOCATIONS			SUM 116.2	SUM 38.0
2	Magazines	23 boxes (12" x 10" x 18" = 1.375 cubic feet) -Total: 31.625 cubic feet	All years (A1F); misc from other NRA publications.	-Inventory box contents (# of each issue in a box) -Finalize box count and label -Seal box	31.6	23.0
3	Model	Model of the Whittington Center, crated (3' x 4' x 4' = 48 cubic feet) -Total: 48 cubic feet		Shipping only; it is already crated, but is quite large.	48.0	1.0
4	Photography	4 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 10.184 cubic feet		-Inventory photography -Confirm before sealing -Finalize box count -Label boxes	10.2	4.0
5	Printed Samples	5 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 12.73 cubic feet		-Inventory samples -Confirm contents -Finalize box count -Seal boxes -Label boxes	12.7	5.0
6	Proofs	5 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 12.73 cubic feet		-Inventory samples -Confirm contents -Finalize box count -Seal boxes -Label boxes	12.7	5.0
Dallas, TX		LOCATIONS			SUM 882.0	SUM 0.0

				SUM 5639.9	SUM 1266.0
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#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
7	NRATV Studio Dallas Office	Equipment, set items and furniture to fill a medium box truck (roughly 18' x 7' x 7')	Relocate all NRATV gear in the AM Dallas office to NRA HQ in Fairfax, VA	Disassemble equipment Disassemble set materials Disassemble furniture Box up equipment	882.0	0.0
Farmville, VA (CE) LOCATIONS					SUM 250.0	SUM 0.0
8	NRA News Studio Farmville	Equipment and furniture to fill a cargo van (roughly 10' x 5' x 5')	Equipment & furniture in Farmville, VA	Disassemble equipment	250.0	0.0
Oklahoma City, OK LOCATIONS					SUM 2432.7	SUM 1228.0
9	Audio	Approx. 14 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) (approx. 1083 tapes) -Total: 35.644 cubic feet	Approx. 1980-2003 Approx. 50 reels are compilation reels containing NRA spots and will need to be digitized to hand over.	-Print inventory by box -Confirm before sealing to ship -Finalize box count -Label boxes	35.6	14.0
10	Books	Freedom Restored - Tier 1: 24 boxes Freedom Restored - Tier 2: 38 boxes Freedom in Peril - Tier 1: 4 boxes Freedom in Peril - Tier 2: 14 boxes Freedom in Action - Tier 1: 5 boxes Freedom in Action - Tier 2: 15 boxes The Freedom Challenge - Tier 1: 6 boxes (11" x 9" x 14" = .802 cubic feet) -Total: 85.012 cubic feet Charlton Heston - The Courage to Be Free: 30 boxes (14" x 9" x 19" = 1.385 cubic feet) -Total: 41.55 cubic feet Life of Duty - 9 boxes (16" x 6" x 16" = 0.889 cubic feet) -Total: 8.001 cubic feet Total # of Boxes: 145 Total Cubic Feet: 134.563	2000-2008	-Finalize book and box count -Label boxes -Seal boxes	134.6	145.0

				SUM 5639.9	SUM 1266.0
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#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
11	Clothing	Moss colored "NRA" - 1 box (19" x 13" x 23" = 3.288 cubic feet) (approx. 60 hats) NRA "Stand and Fight" - 1 box (17" x 14" x 24" = 3.306 cubic feet) (approx. 118 hats) Patches - 1 box (12" x 9" x 18" = 1.125 cubic feet) Total # of Boxes: 3 Total Cubic Feet: 7.719		-Inventory contents -Label boxes -Seal boxes	7.7	3.0
12	Illustrations	Including Eddie Eagle artwork for Eddie Eagle book (approx. 5 boxes) -Total: 6.326 cubic feet 7 boxes of Eddie Eagle Animation Cells (13" x 7" x 20" = 1.053 cubic feet) -Total: 7.371 cubic feet Total # of Boxes: 12 Total Cubic Feet: 13.697		-Inventory art -Properly pack art for transport -Include inventory in each box -Label and seal boxes	13.7	12.0
13	Leather Portfolios	2 boxes (contains approx. 50 qty) Total: 6.628 cubic feet	Black leather portfolios for the series of Freedom books	-Finalize count of leather portfolios -Label boxes and seal	6.6	2.0

				SUM 5639.9	SUM 1266.0
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#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
14	Magazines	<p>Box Size 1: 17 boxes (11" x 9" x 14" = .802 cubic feet) -Total: 13.634 cubic feet</p> <p>Box size 2: 116 boxes (9" x 5" x 11" = .286 cubic feet) -Total: 33.176 cubic feet</p> <p>Box Size 3: 26 boxes (9" x 7" x 11" = .401 cubic feet) -Total: 10.426</p> <p>Box Size 4: 76 (9" x 3" x 11" = .172 cubic feet) -Total: 13.072</p> <p>Box Size 5: 2 boxes (11" x 9" x 13" = .745 cubic feet) -Total: 1.49 cubic feet</p> <p>Box Size 6: 58 boxes (10" x 13" x 10" = .752 cubic feet) -Total: 43.616 cubic feet</p> <p>5 shelves of publications not in boxes (Archive holding) (34" x 11" x 15" = 3.247 cubic feet) (approx. 15 boxes) -Total: 16.235 cubic feet</p> <p>3 Banker Boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 7.638 cubic feet</p> <p>Total # of Boxes: 313 Total Cubic Feet: 139.287</p>	<p>America's 1st Freedom: Various copies for 2000-2019</p> <p>American Hunter: Various copies for 1992-2019</p> <p>American Rifleman: Various copies for 1992-2019</p> <p>Shooting Illustrated: Various copies for 2016-2019</p> <p>Ring of Freedom: 2009 - 2019</p> <p>American Warrior (need to find years)</p> <p>Carry Guard: Vol. I, Vol. II (need to find years)</p> <p>Free Hunter: Various copies for 2004-2005</p> <p>Woman's Outlook: Various copies for 2003-2005</p>	<p>-Inventory box contents (# of each issue in a box)</p> <p>-Finalize box count and label</p> <p>-Seal box</p>	139.3	313.0
15	News Clippings	<p>3 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 10.184</p> <p>1 Letter/Legal box (13" x 11" x 16" = 1.324 cubic feet) -Total: 1.324</p>	<p>NRA news clippings from the MG office; copies of news clippings from NRA-ILA Library</p>	<p>-Organize clippings by year</p> <p>-Inventory</p> <p>-Seal boxes</p> <p>-Label boxes</p>	11.5	3.0

				SUM 5639.9	SUM 1266.0
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#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
16	Packaged DVDs/VHS	Patriot at the Podium - 2 boxes (11" x 7" x 21" = .936 cubic feet)(approx. 80 DVDs) -Total: 1.872 cubic feet Hired Guns VHS - 1 Box (12" x 8" x 22" = 1.222 cubic feet) -Total: 1.222 cubic feet Ring of Freedom - 2 boxes (6" x 11" x 6" = .229 cubic feet) (200 DVDs) -Total: .458 Loose VHS/DVDs on shelf: Torch with No Flame - 40 VHS Firearms Destroyed, Freedoms Denied - 8 VHS NRA Sports - 7 VHS The New NRA - 2 VHS Your NRA - 15 VHS Hired Guns (loose) - 11 VHS Patriot at the Podium - 70 DVDs (approx. 1 bankers box for loose VHS/DVDs) (16" x 11" x 25" = 2.546 cubic feet) -Total: 2.546 cubic feet Total # of Boxes: 6 Total Cubic Feet: 6.098	Approx. 1992-2008	-Box loose DVDs/VHS -Inventory contents -Label boxes -Seal	6.1	6.0
17	Photography	26 boxes (16" x 16" x 16" = 2.37 cubic feet) Total: 61.62 cubic feet	Approx. 1980s-2010s	-Inventory photography -Confirm before sealing -Finalize box count -Label boxes	61.6	26.0
18	Printed Presentations	2 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) Total: 5.092 cubic feet	1981-2018	-Inventory decks -Pack decks -Confirm decks -Label boxes -Seal boxes	5.1	2.0

				SUM 5639.9	SUM 1266.0
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#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
19	Printed Samples	Rolling Shelf Storage: Size 1: 20 shelves (36" x 7" x 18" = 2.625 cubic feet) (approx. 21 boxes) -Total: 52.5 cubic feet Size 2: 7 shelves (36" x 7" x 12" = 1.75 cubic feet) (approx. 5 boxes) -Total: 12.25 cubic feet Size 3: 1 shelf (36" x 15" x 30") (approx. 3 boxes: 36" x 5" x 30" = 3.125 cubic feet) -Total: 9.375 cubic feet 1 Shelf of Boxed Samples (49" x 36" x 61" = 62.271 cubic feet) (39 boxes on shelf) -Total: 62.271 cubic feet Target Samples on Shelf (38" x 9" x 23" = 4.552 cubic feet) (approx. 2 boxes) -Total: 4.552 cubic feet 1 Flat file drawer (27" x 2" x 27" = .422 cubic feet) (1 box) -Total: .422 cubic feet 5 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 12.73 cubic feet Total # of Boxes: 76 Total Cubic Feet: 154.1	Includes ad reprints, brochures, newsletters, premium items, annual reports, shooting targets, photography books, posters, etc. Approx. 1983-Current	-Inventory samples -Confirm contents -Finalize box count -Seal boxes -Label boxes	154.1	76.0
20	Proofs	1 Flat file drawer (27" x 2" x 27" = .422 cubic feet) (1 box) Total: .422 cubic feet Shelves with Flat Boxes (71 boxes) -2 Shelves (71" x 32" x 27" = 35.5 cubic feet) Total: 71 cubic feet 1 Bankers box (16" x 11" x 25" = 2.546 cubic feet) Total: 2.546 cubic feet Total # of Boxes: 73 Total Cubic Feet: 73.968	Includes the mechanicals and proofs of ads, brochures, and posters	-Inventory proofs -Confirm contents -Finalize box count -Seal boxes -Label boxes	74.0	73.0
21	Talent Releases	2 Bankers boxes (16" x 11" x 25" = 2.546 cubic feet) -Total: 5.092			5.1	2.0
22	Video (physical)	Rolling Shelf Storage - 1,270.24 linear feet (approx. 12155 tapes/551 boxes)	Approx. 1981-2018	-Inventory tapes -Pack and confirm tapes -Finalize box count -Seal boxes -Label boxes	1402.6	551.0

SUM 5639.9

SUM 1266.0

#	Name	Physical Size	Scope	Task Recap	Sizes (cu ft)	Boxes
23	Video Production set props	350 to 400 cubic feet, roughly a 12' box truck or large cargo van		Organize set design items	375.0	
Southlake, TX (DL)		LOCATIONS			SUM 784.0	SUM 0.0
24	NRATV Studio Dana Loesch Home	Equipment, furniture and set items to fill a small box truck (roughly 16' x 7' x 7')	NRATV equipment, set materials and furniture that is located at Dana Loesch home in Southlake, TX.	Disassemble equipment Disassemble set materials Disassemble furniture Box up equipment	784.0	0.0
					SUM 5639.9	SUM 1266.0

#	Name	DIGITAL ASSETS	Digital Size (TB)	Scope
Alexandria, VA (MG)		LOCATIONS	SUM 350	
1	Video		350	Includes misc drives in the office, as well as D.Lyon's and A.Root's. Approx. 250 drives.
Oklahoma City, OK		LOCATIONS	SUM 1294	
2	Animations		10	Animation projects, source materials
3	Audio		6	Audio production media backups
4	Design Files		11	Includes Illustrations and presentations (digital)
5	Photography		27	TBD
6	Talent Releases		0	TBD
7	Timelapse RAW		40	Himes & Wilson raw files; exported movies are included in Video (digital)
8	Video (digital)		1200	RAW Video - Legacy Drives - NRATV/NRANEWS Show Archives
			SUM 1644	

NRANews Equipment (Alexandria, VA)

Equipment/Installations Required:	QTY	SIZE	WEIGHT	CURRENT LOCATION
Ross HD Switcher Carbonite 2 panel w/ Carbonite Plus 24 input chassis	1			
AJA FS-1 Universal HD/SD HD/SD Up & Down Converter (Sigma In & Out)	2			
AJA Hi5 HD-SDI/SDI to HDMI video and audio converter (Studio Program Mon)	1			
AJA HD10AMA HD/SD 4 channel analog audio embedder / deembedder (DR Encoders)	1			
AJA DWP Power supply	2			
Tecneq HDMI to HDMI 33 foot cable (Studio Program)	1			
Panasonic TC-26LX85 26" LCD monitor w/ HDMI (studio program)	1			
Chief JHS-UB ceiling mount for LCD (Studio Program)	1			
Evertz HDS9545DL Y-PRO-HD40 Video Delay / Time Shift Processor	1			
AJA HD10AMA HD/SD 4 channel analog audio embedder / deembedder (Delay Unit)	2			
AJA DWP Power supply	2			
Fostex 6301B Powered Speakers	2			
Evertz QT-1616H HD video router	1			
Evertz QT-1616-AA Analog audio router	1			
Evertz AK-0008 16 way XLR breakout panel, male	2			
Evertz AK-0009 16 way XLR breakout panel, female	2			
Evertz CP-3200A router control panel	1			
Evertz CP-2402 router control panel	1			
Evertz 7751SRG-HD HD-SDI black signal generator	1			
Evertz 7700DA7-HD+3RU HD/SD SDI distribution amplifier	13			
Evertz 7700ADA7 analog video distribution amplifier	3			
Evertz 7800FR+78P MultiFrame w/ 15 slots	3			
Evertz 7700FC frame controller card	3			
Evertz 7700ADA-AUD analog audio distribution amplifiers	6			
Evertz 7720ADC-A4+3RU quad analog audio to dual AES converter	1			
Evertz 7720DAC-A4+3RU dual AES to quad analog audio converter	1			
ESE LX-221 NTSC Black-Burst generator	1			
Panasonic AK-HC1500 HD Camera	1			
Panasonic AW-PS510AN Power Supply	1			
Panasonic AW-CA15H29G single remote control cable for AK-HC1500 camera	1			
Canon KJ-20X8.5KTS HD lens	1			
Panasonic AW-PH405 pan tilt head	1			
Panasonic MT-ADP-405 adapter plate to use pan tilt head on pedestal	1			
BDL Autoscript ELP15-SPH 15" TFT high brightness on camera prompter	1			
Miller Pedestal 60 (no head)	1			
BDL Autoscript WinPlus News N Prompt Software	1			
BDL Autoscript SCB smart combiner box	1			
BDL Autoscript HC-1 opto hand controller	1			
BDL Autoscript PSU-HR power supplies for the controllers	2			
Kramer VM-50V composite video DA (Teleprompter Monitors)	1			
Delcamc PRO56 5.6" LCD monitor (Teleprompter Mon - Control Room)	1			
Panasonic AW-HE100 robotic camera	3			
Panasonic AW-HHD100 HD-SDI output card	3			
Panasonic AW-RP555 camera controller	1			
Panasonic AW-PS510AN Power Supply	1			
Bogen 028B black aluminum studio pro tripod w/ geared column	1			
Bogen 114 Dolly for tripod	1			
Bogen 357P LONG camera mounting plate	1			
Bogen 577 quick release adapter assembly	1			
Chief PPCU Flat Panel Presenter Cart	1			
Chief Video Conference Camera Shelf accessory	1			
Chief PAS100 Presenters Cart acrylic shelf	1			
HP L1945w 19" wide screen LCD monitor (Video Server) (PC Mail)	1			
Panasonic AJ-HD1400 DVCPRO HD video deck	1			
Panasonic AJ-PCD20 P2 drive	1			
Panasonic AJ-P2C032RG 32GB memory cards	8			
Panasonic AG-HVX200 HD tapeless camcorder w/ lens	2			
Anton Bauer ElipZ battery	2			
Anton Bauer ElipZ battery & charger kits	2			
Anton Bauer PA-ADP-ELPZ power cable	2			
Anton Bauer ELipZ On Camera Light kit	2			
Anton Bauer L5/EL10 5 and 10 watt spare bulbs for ELipZ	2			
Miller DS-20 (850) tripods w/ head	2			
Miller 391 lightweight dolly for DS tripods	1			
Porta Brace CTC-2 traveler camera case	2			
Sennheiser Evolution G2 Wireless Mic Kit - ENG	2			
Rycote Hot Shoe Extension / Extender for wireless mic kit	2			
Electro Voice RE50B microphone	2			
Electro Voice 379 mic Windscreen	2			
Digital Rapids StreamZHD Encoder appliance	4			
Digital Rapids AVC (H.264) Live Streaming Codec	4			
Digital Rapids ON2VP6 File + Live codec (FMS Archives)	1			
Videotek VTM-4100PKG HD/SD waveform/vectorscope w/ console	1			
Evertz 7867VIPA16-DUO-HS 16 input multiviewer w/ dual outputs	1			
Samsung T220HD 22" LCD monitor (Cam VIP Mon)	1			
Sony KDL-46S4100 46" LCD TV monitor w/ HDMI (Evertz VIP displays)	2			
Chief MTRU mid size tilting flat panel wall mount (VIP Displays)	2			
Tecneq HDMI-13-6 HDMI to HDMI 6' cable (HD-SDI VIP out to Cam Mon)	1			
AJA Hi5 HD-SDI/SDI to HDMI video and audio converter (Cam VIP 1 Mon)	1			
AJA DWP Power supply	1			
Belkin DVI-D to HDMI 50' cable (VIP 1 & 2 to 46" Sony's)	2			
Panasonic TH-42PZ80U 42" plasma monitor w/ HDMI (studio - control room window)	1			
Chief MTRU mid size tilting flat panel wall mount (Cont Rm Window Display)	1			
AJA i5 HD-SDI/SDI to HDMI video and audio converter (Studio - Control Room Window)	1			
AJA DWP Power supply	1			
Tecneq HDMI to HDMI 33 foot cable (Studio Control Room Window)	1			
Telos Systems 0212-0300 Twox12 Talk Show System POTS	1			
Telos Systems 2101-4000 Desktop Director	2			
Telos Systems 0955-0000 Assistant Producer 3 Software	1			
Behringer X32 40 channel digital audio mixer	2			
Allen & Heath GL2400-432 audio mixer	1			
PreSonus ACP88 8 channel compressor / gate	1			
Shure SM-7B Studio Mic	3			
Shure SM-58-CN Microphones	2			
O.C. White 51900B Adjustable Desktop Mic Arm w/ Riser	2			
Sony ECM-77B lavalier mics	2			
360 Systems Instant Replay	1			
Henry Engineering Multiphones II Master Unit distributed headphone system	1			
Henry Engineering Multiphones II Guest Pods	4			
Henry Engineering RK-HE rack shelf for Master Unit	1			

Sony R450A 40° LED TV
Chief MFCUB mobile cart
Canon XA25 HD Pro Camcorder
Canon BP-820 battery pack
SanDisk Extreme Plus SDHC memory card
Mackie 1642-VLZ4 audio mixer
PreSonus ACP88 8 channel compressor / gate
Sharp LC-60LE757U 60" HD Smart LED TV
Sanus VMAA26B flat panel full motion mount
Impact 2.0" end jaw vise grip
ikan YK500 yoke
ikan ID500 v2 LED studio light w/ touch screen dimming
Redrock Micro one man crew motorized parabolic slider w/ heavy load tilt
Marshall VS-102-HDSDI HD-SDI encoder
Marshall VS-102-HDI HDMI decoder
Kramer 4 x 4 HDMI matrix switcher
Panasonic AW-RP50 Remote Camera Controller
Blackmagic Design Ultra Studio Express
APC Smart-UPS SUA3000RM2U 3000VA battery backup for the studio control room
JBL Control 2P powered speakers
Arri 150 watt tungsten fresnel light
Arri 4 leaf bamdoor set for fresnel 150 watt
Impact ESP lamp 150 watt 120 volt
Apple iMac 27" 3.5GHz Core i7 w/ 8GB RAM & 1TB HD
G-Tech G-Raid w/ Thunderbolt 8TB drive
Apple Thunderbolt cable
AJA IO XT
Apple Final Cut Pro X
Samsung 22" 5000 series LED TV
Comprehensive CHE-1 HDMI extender
Xtreme Cables 3' HDMI cable
Xtreme Cables 6' HDMI cable
Sescom and Ebtech audio hum eliminators
Behringer X32 Producer digital audio mixer
Lectrosonics wireless mic systems
Lectrosonics wireless IFB systems
Ross Video Crossover Solo HD Switcher
Comprehensive HDMI splitter
Kramer DVI w/ audio to HDMI video and audio embedder w/ cables

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NRANews Equipment (Farmville, VA)

Equipment/Installations Required:	QTY	SIZE	WEIGHT
BlackMagic ATEM Television Studio HD	1		4
HP EliteDisplay E271i 27" LCD monitor	1	2' x 1' x 5"	8
Black Magic CONVMBSH SDI to HDMI converter	1		
Fujitsu IP-920E Encoders	1		
Fujitsu IP-920D Decoders	1		
Black Magic CONVMSYNC sync generator	1		
Black Magic CONVMSDIDA SDI distribution amplifier	1		
Panasonic AW-HE120K HD PTZ cameras	3		
Manfrotto 028B black aluminum studio pro tripod w/ geared column	3		
Manfrotto 181B Dolly for tripod	3		
Manfrotto 577 Tripod plates	3		
Telos HX1 telephone interface	1		
Impact saddle sandbag 15 lb	4		
Impact C-Stand w/ sliding leg kit 11' black	4		
ikan CH1457 chimera for ID 500	4		
ikan YK500 yoke	4		
ikan ID500 v2 LED studio light w/ touch screen dimming	4		
Cisco 3560-24TS switch	1		
MiddleAtlantic U1 Rack shelves	3		
Anchor Desk - Stainless Steel Table	1		
Pub Table	1		
Space Airgrid Studio & Office chairs	3		
Single bay rack w/ upper shelf	1		
Apple Mac Mini	2		
Apple Wireless Magic Mouse	2		
Apple Wireless Keyboard	2		
Xtreme Cables 6' HDMI cable	3		
BlackMagic Design Mini Audio SDI embedder, HDMI and mic cables	1		
Sony ECM-77B lavalier mics	2		
Shure SM-7B Studio Mic	2		
O.C. White 51900B Adjustable Desktop Mic Arm w/ Riser	1		

NRATV Equipment (Dallas, TX)

Equipment/Installations Required:	QTY
Ross Carbonite Multimedia Chassis w/ 2 ME HD Switcher	1
Ross Carbonite Black 2 Panel	1
Ross Carbonite redundant power supply (frame and panel)	2
Ross NK-3G16 16x16 3G SDI router	1
Ross NK-RP1/P redundant power supply & NK-D12/PN power supply cat	1
Ross NK-D12/PN power supply cable	1
Evertz HD9625LG HDTV logo inserter w/ front panel control	1
Blackmagic Design ATEM 1 ME Production Switcher	1
ESE HD-488E-NTP-C Timecode Generator	1
AJA FS2 Dual Frame Synch & Cross Converter	1
Ross OG3-FR-CN Frame for Open Gear cards	1
Ross OG3-FR-CN Frame for Open Gear cards	1
Ross PS-OG3 redundant power supply	2
Ross SPG-8260-R2 Sync Pulse Generator card	1
Ross UDA-8705A Analog Utility DA w/ -R2L rear module	2
Ross SEA-8803 Dual 3G Reclocking DA 1x8 w/ -R2 rear module	2
Ross MUX8258-4C 3G-SDI Analog Audio Embedder w/ -R2C rear module	1
Ross SRA-8802-R2R Failover DA	2
Ross ADA-8405-C Timecode DA	1
Blackmagic Design SmartView Duo Dual 8" LCD monitors	1
Blackmagic Design SmartView 4K monitor	1
Blackmagic Design SmartScope Duo 4K	1
Middle Atlantic DR8 rail rack	1
Sanus VLL5 TV wall mount	1
LG 49UH6500 49" 4K UHD LED TV	4
Sanus LT25 tilting flat panel TV wall mount	4
AJA Hi5-Plus HD-SDI to HDMI Converter	3
Blackmagic Design MultiView 16	2
Blackmagic Design Microconverter HDMI to SDI	18
Blackmagic Design Mini Converter SDI to HDMI 4K	2
Tripplite U280-004 4 port USB charging station	6
Tripplite U050-006 Micro USB cables 6'	18
Tripplite B118-002-UHD HDMI 1x2 Splitters	4
StarTexh 2 meter HDMI cables	18
AmazonBasics High-Speed HDMI Cable - 3 Feet (2-Pack)	5
Tools on Air Just:Play automated playout server software bundle	1
Tools on Air Just:Play automated playout server hardware	2
Tools on Air Just:Play automated playout server redundant channel opti	1
Tools on Air Just:Live clip player and graphics system software bundle	1
Tools on Air Just:Live clip player and graphics system server hardware	2
Tools on Air Just:Live clip player and graphics system redundant channe	1
Tools on Air Just:Live Upgrade from redundant to dual	1
Tools on Air Just:In recording server software bundle	2
Tools on Air Just:In recording server hardware	2
Tools on Air Just:Store 48TB storage system	1
ATTO FastFrame NS11 LC fiber NIC for Just:Store	1
Training for Tools On Air systems (hours)	10
AJA external breakout box for Kona cards	4
Brocade 6450-24 network switches and SFP+ modules (redundant)	2
Apple iMac 21.5" w/ 3.3 GHz i7, 8GB RAM, 1TB Fusion HD (TOA control)	1
Apple iMac 21.5" w/ 3.1 GHz i5, 8GB RAM, 1TB HD (Switcher control)	1
LG 22LH4530 22" LED monitor for program on prompter	1
AJA Ki Pro Ultra Shelf	1
AJA Ki Pro Ultra	2
AJA Ki Pro Pak 512GB SSD storage module	4
AJA KiStor Dock	1
Hosa analog audio output cable	2
Comrex LiveShot Studio - Rackmount model	1
Fujitsu IP-920E Encoders (Demo Unit) (1080p issues)	1
Fujitsu IP-920D Decoders (Demo Unit) (1080p issues)	1
Fujitsu IP-920E Encoders (1080p issues)	1
Fujitsu IP-920D Decoders (1080p issues)	1
Fujitsu Ultra Low Latency License	2
Fujitsu IP-920 Rack Mount Kit- 2 unit	2
XLR audio cables 50' for MG	1
Teradek Cube 255 remote encoder	1
Teradek Cube MPEG Transport license	1
Teradek power adapter for Cube	1
Teradek Slice Decoder	1
Marshall CV565-MGB Studio camera and accessories	1
Panasonic AW-RP120 Remote Camera Controller	1
Panasonic AW-HE130 HD PTZ cameras	3
Anton Bauer PSM160 power supply for camera controller	1
StarTech 4 port POE+ power injector	1

Miller Pedestal 730	2
Miller Pedestal 732	1
RR 220# Glide Gear Video Camera Slider Dolly Height Riser	3
Marshall Camera top external box tally light	1
Tripp Lite AC Power Adapter for Tally Light	1
Panasonic AG-AC160A AVCCAM camcorder	1
Teradek replacement battery for Panasonic camcorder	2
Sandisk 256GB Extreme Pro SDXC-UHS-1 memory cards	2
Ikan Gravity Tilt GR-T03 Gyro Stabilizer	1
Teradek Bolt Pro 300 receiver/transmitter	1
Prompter People Robo Prompter	1
Teleprompter Controller Hardware (Griffin PowerMate & Contour ShuttleE	1
LG 22LH4530 22" LED monitor for program on prompter	3
VIVO monitor mount for above monitor	3
Aoken 1x4 HDMI Splitter	1
HDMI cable 25'	2
ESE ES-943U Time Code Remote Display	1
ESE ES-362 Up Down Timer	1
ESE ES-941U Green Remote Display	1
Behringer X32 Compact 16 channel Digital Audio Mixer	1
Behringer S16 digital snake for X32	1
JBL Control 2P powered speakers (pair)	1
Lectrosonics SMQV Super Miniature Wireless Transmitters	3
Lectrosonics VRM Venue Receiver Master	1
Lectrosonics VRT Tracking Receiver Module (Block 24)	3
Lectrosonics ALP500 Antenna (Studio)	2
Lectrosonics ALP500 Antenna (Theater)	2
Shure UA221 combiner / splitter	2
Sanken COS-11D R-BK-TA4FX Wireless Lav Mics	3
Switchcraft TA5FX Mini 5-Pin Female XLR Connector	3
Lectrosonics wireless IFBT4 Transmitter (Block 21)	1
Lectrosonics IFBR1A UHF Belt-Pack Receiver (Block 21)	2
Telex CES-2 IFB Earpiece kit w/ 1/8" connectors	2
Audio Implements custom in ear clarifier for Carley	1
Audio Implements custom in ear clarifier for Collon Noir	1
Audio Implements custom in ear clarifier for Grant	1
Behringer BEPM1Q personal in ear monitor belt-pack	1
Sanken COS-11D Wired Lav Mics	3
Pro Co Sound Excellines PREMXXF25 mic cables	6
Telos HX1 telephone interface	1
Shure SM7B mic	1
Audix table mic boom stand	1
Gra-Vue MIO DA-AUD AES/EBU to analog audio converter	1
Quicklink TX Multi Quad Skype Transceiver	1
Quicklink TX Balanced XLR Audio	1
Quicklink TX rail mounts	1
Mini SDI to BNC cables	9
Chatlight for Skype remote users	2
Blue Raspberry USB Mic for Skype remote users	1
Rode VideoMic, Blue Snowball, LED lights, tripods, etc.for Skype users	1
Impact 2.0" end jaw vise grip	10
ikan ID500 v2 LED studio light w/ touch screen dimming & yoke mount	10
Impact 10' air-cushioned light stands and 15 lb bags	6
Kamerar D-Fuse LED softbox	1
Kamerar Grid for D-Fuse softbox	1
Astra Light-Panels 1x1 LED Bi-Color lights	6
Astra Light-Panels SnapBag grid, cloth set and diffusion	6
Apple iMac 27" Retina 4.0GHz Core i7 w/ 32GB RAM, 2TB Fusion HD & AJA IO 4K	1
Avid Media Composer	1
Apple Mac Mini	5
Apple Magic Mouse 2	1
Apple Magic Keyboard	1
StarTech.com MDP2HDMI Mini DisplayPort to HDMI Video Adapter	4
Monoprice USB Extender over CAT5E	1
MacAlly MKEYECOMBO 103 key USB keyboard & 3 button USB optical	1
Tripplite U215-004-R 4 port USB Switch	1
Magewell HDMI to USB capture device plus cables for Skype input to Ma	1
Magewell HDMI to USB capture device	1
Blackmagic Design Micro Converter SDI to HDMI	1
Blackmagic Design Micro Converter HDMI to SDI	1
Amazon mini DisplayPort to HDMI adapters	2
Amazon 3' HDMI cable 2 pack	1
Amazon 25' HDMI cable	1
Apple TV 32GB	1
Amazon Fire TV	1
Roku 4	1
Apple MacBook Air notebook (Set)	1
Apple iPad Air 2 & Targus case (set)	1

Apple iMovie for Carly Twisselman	1
Apple Final Cut Pro X for Ericca	1
Apple Motion for Ericca	1
Teradek Slice Encoder Systems	2
Teradek Slice Encoder Systems	2
Netgear GS116NA gigabit network switch	1
MiddleAtlantic BRK14 laminate rack (26" high by 18" deep)	1
Middle Atlantic RK-GD14 glass front door for above rack	1
MiddleAtlantic BGR-4538LRD Rack w/ top panel, plexi door and power strip	1
MiddleAtlantic LF-HD leveling feet	1
APC Smart-Ups SMT3000RM2U 3000VA battery backup for the equipment	1
APC Smart-Ups SMT3000 3000VA battery backup for the studio control	1
Vinyl logos on glass	1
Steel signs for studio set - Bo Steel Fabrication	1
Glass bar table	1
Black carbon fiber vinyl wrap for glass table	1
Bar Stools Modern Adjustable Counter Swivel Pub Style	3
HonCom 24" Round Top Adjustable Indoor Outdoor Bistro Bar Table	1
Hon Accommodate Series Caf stool with arms and back	1
Hon Accommodate Series Caf stool with arms and back	1
Tripod for Clay Turner to use for NRATV	1
Blackmagic Design Microconverter SDI to HDMI	1
Pro Co Sound StageMaster PRXMXFS10 mic cables	6
Hosa mic on/off switch barrell	1
Shure broadcast headset	1
Chauvet LED wall wash light	1
Hosa 30' XLR cables	15
Hosa 5' XLR cables	12
Hosa 5' XLR to Phone cables	10
RG213 antenna coax cable for wireless mics	1

Phase 1 Studio Improvements:

Middle Atlantic BGR-4538LRD Rack w/ level feet, front door and top panel	1
Eaton 9PX 6,000VA high capacity battery backup system	1
Gra-Vue MIO DA-AUD AES to Analog Audio Converter	1
AJA OpenGear Dual 1x4 3G-SDI Reclocking Distribution Amplifier	1
DJI Osmo Mobile gimbal and Plantronics Voyager bluetooth earpiece	1
Pangshi extension rod pole for SKI OSMO	1
IronBox C20 to C13 power cords for new battery backup	8
Insignia bluetooth earbuds and Griptight iPhone mount for Carly	1
ESE LX-161U Clock Remote Display	2
Live U LU2000 MMH server w/ 2 SDI outputs	1
LiveU LU200e digital video bridge field encoder	2
LiveU LU200 digital video bridge field encoder	1
LiveU LU200 digital video bridge field encoder	2
Brocade ICX6450-24 network switch, 10gig port license and twinax	1
Yamaha CL1 audio console w/ automation	1
Yamaha 8 input analog card	1
Yamaha Rio 3224-D Stage Box Dante Interface	1
Ross Serial to Midi converter	1
Ross Carbonite Black Plus 2M/E Chassis	1
Ross Blackstorm video server	1
Blackmagic Design OpenGear SDI to analog audio de-embedder cards	2
Ross Xpression Graphics system w/ MOS	1
Ross Inception Newsroom management system	1
Ross Streamline Asset Management system (BlackStorm only)	1
Ross Installation and Training Services	1
KVM and extender for new servers plus audio cables for new mixer	1
Acer Travelmate notebook for NRATV studio teleprompter	1
ETC Source-4 LED series 2 Lustr w/ shutter barrel black	4
Altman Edison connector, 5-15p male	4
ETC enhanced definition lens tube for Source-4 19 degree, black	2
ETC enhanced definition lens tube for Source-4 26 degree, black	2
Avenger E390 TVMP yoke to stand adapter	4
ETC 400RS drop-in iris for Source-4 light	4
Genaray SpectroLED Essential 240 Bi-Color LED light kit	1
Decimator MD-HX HDMI to SDI cross converter	1
LowePro Pro Roller X300 case	1
Sandisk Extreme SDHC 64GB cards	4
IDX 7.2V Li-ion batter for Panasonic camcorder	1
Sony MDR-7506 Pro folding headphones	1
Sony UWPD1614 Wireless mic kit	1
Vello V-Rig 4.1" Triple Shoe bracket	1
Ikan 144 On Camera bi-color light	1
Sachtler FSB MLCFS mid level tripod system	1
Clearcom MS-702 Communications main station	1
Clearcom RS-702 2 channel beltpacks	2
Clearcom EF-701M 4-wire interface w/ call	1

Clearcom CC-110-X4 single ear headset	3
Clearcom YC-36 beltpack adapter	2
Clearcom IC-25-2P intercom cable 25'	2
Hosa 10' XLR audio cables	2
Hosa 5' 1/8" to XLR cable	1
TM TV custom cable DB15 to dual XLR	1
Ward-Beck HD/SD-SDI embedded audio process	1
Ward-Beck rear card module for frame	1
Apple iPad Mini 4 WiFi 128GB	1
Apple iPad Mini Smart Cover	1
Snapstream server system	1
3G/HD/SDI Frame Synchronizer	1
Analog audio & timecode DA	1
Clearcom IC-25-2P intercom cable 25'	2
Clearcom RS-702 2 channel beltpacks	1
AJA OpenGear Dual 1x4 3G-SDI Redocking Distribution Amplifier	1
Blackmagic Design Microconverter SDI to HDMI	4
Belden 1855A RG59 digital coax cable (1000')	1
Netgear ProSafe JGS516 16 port gigabit switch	1
Decimator MD-HX HDMI to SDI cross converter	1
LED light strips with RGBW SMD LED's (NFLS-RGBW300x4-24v)	2
Multi zone controller w/ RF remote & WiFi (LDRF-RGBW6-MZ)	2
Mean well LED switching power supply (SE-100-24)	2
GoFanco Pro-Series DVI-D to VGA converter for Ross servers	2
SafCord carpet cord cover for studio	2
AJA HELO H.264 streaming appliance for NRATV studio	1
Apple Compressor 4.3 software	2
Fusion 8.5 for Mac	5
Windows 10 Pro OS	3
Windows 10 Pro OS	2
Decimator MD-HX HDMI to SDI cross converter	3

Total for Phase 1 items to purchase

NRA HQ & ILA DC Studios

14' (4.3 m) Cat6 550MHz Snagless Patch Cable	2
25' High Speed HDMI Cable With Ethernet	1
L2.5CHD Ultra Slim HD-SDI BNC Cable (25 ft)	1
Pearstone 15' Active Ultra-Thin HDMI Cable (Black)	1
Magewell XI100DUSB SDI USB 3.0 Capture Dongle	1
Comprehensive 3' (0.91 m) USB 3.0 A Male to A Male Cable	1
Macally USB 2.0 Slim Keyboard and Optical Game Mouse Combo	2
HP 22uh 21.5" LED Backlit Monitor	2
Apple Mac mini 2.6 GHz Desktop Computer (Late 2014)	2
Single IFB Earphone Kit with 1/8" Mini-plug - Beig	2
3' Ultra-Thin HDMI Cable (Black)	2
SpectroLED Essential 240 Bi-Color LED Light kit w/ stand	1
APC BE350G Back-UPS 350 6 Outlet Surge Protector	1
15 ft AC Power Extension Cord 16 AWG (Black)	1
USB 3.0 Type A Male to Type A Female Extension Cable	1
3.5mm Male to 3.5mm Female Phone Jack Mono Cable	2
PSA1 Studio Boom Arm for Broadcast Microphones	1
Blue Yeti USB Microphone (Blackout)	1
Logitech C930e Webcam	1

Total for new items to purchase

Bill Whittle LA Home Studio

Shure SM7B Mic	1
Auray broadcast arm for mic	1
NTW HDMI cable 25'	1
RCA DETG215R 22" LED TV	1
Pearstone HDMI cable 6'	1
Pearstone HDMI cable 15'	2
Blackmagic ATEM TV Studio production HD switcher	1
Gator Frameworks GAGFWAVLCD1 LCD/LED Tripod	1
Magewell MA32070 USB 3 SDI capture dongle	1
Glide GLTMP1 adjustable iPad holder	1

Moved from Dan Bongino to OKC

Comrex LiveShot Studio - Rackmount model	1
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Dana Loesch Home Studio Equipment

Item	QTY	LOCATION
BlackMagic ATEM 1 M/E Production Studio 4K	1	
Apple iMac 21.5" Retina 3.4GHz w/ 8GB & 1TB Fusion	1	
LG 49LJ510M 49" TV	1	
Viewsonic Value 22" LED monitor	1	
BlackMagic GPI & Tally Interface	1	
Comrex Liveshot Studio	1	
LiveU LU200e digital video bridge field encoder	1	
Verizon MiFi USB620L 4G LTE Modems for LiveU Stream	2	
Novatel MiFi U620L External Antenna for LiveU	2	
Wilson Window Mount for Magnetic Antenna	2	
BlackMagic 1x8 SDI DA	2	
BlackMagic SDI to HDMI Converter	3	
Black Box QuietCab rack	1	
Schneider APC	1	
Startech Outlet strip	1	
Ross Inception licenses	5	
BlackMagic Studio Camera 4K	2	
Olympus M.Zuiko Digital ED 12-50mm f/3.5-6.3 EZ Lens	2	
Marshall Tally light	2	
Tripp Lite power adapter	2	
Manfrotto Nitrotech N12 Fluid Video Head	2	
Manfrotto RC Pan Bar EX Remote Control	2	
EZFX pedestal	2	
EZFX monitor mount	2	
EZFX Pedestal 3 day shipping	1	
Swivel Caster Wheels Rubber for pedestal	2	
Marshall mini block camera	1	
Marshall mini camera clamp	1	
Marshall mini camera lense	1	
Marshall power supply	1	
HP Laptop Computer	1	
Ross MOS license	1	
Ross CueIT software	1	
Prompter People prompter kit	1	
Startech HDMI splitter	1	
Viewsonic monitor	2	
CueScript Hand Scroll controller for teleprompter	1	
Kensington power strip	2	
Samsung UN75MU6300 75" LED 4K HDR TV	1	
Sprite Media player	1	
Krieger KMC370 Mobile TV Stand for 70" LED TV	1	
Playback Pro Plus software for Dana On Site Operator	1	
Samsung UN75MU6300 75" TV	1	
Precision Digital WiFi Clock 4" x 6 Red Digits	1	
HP Envy x360 15.6" touch screen laptop for prompting	1	
Clearcom Partyline interface	2	
Clearcom beltpack adapter	1	
Clearcom intercom cable	2	
Clearcom beltpack	2	
Clearcom headset	2	
Sony microphone	2	
Lectrosonics IFT4 portable IFB transmitter	1	
Lectrosonics IFBR1a beltpack IFB receiver	2	
Rolls mic mute	1	
Clearcom TR-50 Talent Receiver Interface	1	
Behringer Powerplay PM1 In-Ear Monitor IFB Belt Pack	2	
Lectrosonics R400A Diversity Mic Receiver	1	
Lectrosonics LMB Digital Hybrid Wireless Beltpack Mic Transmitter	1	
Sanken COS11D Lav Mic for Lectrosonics Wireless	1	
Arri S30-C LED Light	1	
Overnight Shipping for Arri S30	1	
Arri s30 remote	1	
Arri s30 softbox	1	
Arri s30 40° grid	1	

LitePanel Astra 6x Bi-Color LED Panel	2
Lightpanels DoPchoice Softbox for Astra	2
Lightpanels 40° grid for Astra softbox	2
Chauvet LED SlimPAR 56 DMX Par	4
Pipe clamps w/ baby pin	5
Telescoping Hanger with Clamp - 2 - 4'	5
Cheeseborough swivel clamps, black	25
Litemat 3	1
40° grid for Litemat 3	1
12' LiteGear Hybrid Extension Cable	1
Modern Studio TVMP Light Stand Yoke Adapter	4
Hollaender 1-1/2" pipe flange	5
Stinger Black Extension Cord 14/3 Molded Plugs 50ft	8
Shipping for Barndoor Order	1
10' aluminum triangle 10"-12" truss, black	2
Hollaender 1-1/2" aluminum pipe, 20' piece	7
10' 12ga strut channel	4
3/8 in. Steel Channel Spring Nut (5-Pack)	1
3/8 in. x 10' Threaded Electrical Support Rod	4
Light Source Coupler with 3/8" Hex Head Bolt	4
APC UPS	2
Light Source Coupler with 3/8" Hex Head Bolt	4
Matthews Telescopic Baby Stand Extension	5
Matthews Baby Pipe Clamp	5
Matthews Baby Pin	5
Quasar Tubes Q-LED X CrossFade Linear Lamp	2
Quasar Tubes Q-LED X CrossFade Linear Lamp	2
Quasar Tubes Q-LED X Crossfade Linear Lamp 4'	4
Modern Studio Kino Flo Lamp Holder Kit	2
American Grip One Step Grip Head	2
Matthellini 6" End Jaw Clamp	2
Auralex Studiofoam Pro 2' x 2' charcoal panels (20 units)	1
Primacoustic Stratus Cloud 24" x 48" x 2" black	5
Auralex Absorbers plus stands charcoal (2 per box)	4
Auralex Bass Traps Half pack Charcoal	1
Auralex Studiofoam Pro 2' x 4' charcoal panels (10 units)	1
Auralex Studiofoam Pro 2' x 4' charcoal panels (10 units)	1
Ella Pub Table	1
Swivel Bar Stools - Black (Qty 2)	1
Modern White Swivel Bar Stool PU Leather, Height Adjustable (2)	1
nuLOOM Cloud Shag Round Rug, 5', White	1
Safavieh Castle Gardens Hour Glass White Ceramic Garden Stool	1
Mecca Designs Stage Set Wall Panels	1
Vinyl for set backdrop walls	1
BR Designs black heavy drapes for windows in studio	1
Cable Matters 16 AWG Power Extension Cord 25'	2
HDMI Cables 4K 25'	4
NavePoint Cantilever Server Vented Shelf 1U 14"d	2
C&E HDMI Extension Cables 10'	4
EZQuest USB-C to HDMI 4K Adapter	1
Prime 15' black shop power cord	3
Shaxon 6 outlet power strips	2
Prime 25' black power cord	2
ProHT Power Strips	4
CCI 8' black extension cord	3
Otomo 10Ft XLR Female to 3.5mm Mono Male Cable	1
AmazonBasics XLR Male to Female Microphone Cable - 10 Feet	6
AmazonBasics XLR Male to Female Microphone Cable - 6 Feet	6
Hosa YXM-121 XLR3F to Dual XLR3M Y Cable, 6 inch	2
Brother HL-L2370DW Laser Printer	1
Insignia NS-PU105AB 10' USB cable	1
Stanley 31176 PowerMax Remote Control Power Strip	2
Blue Hawk 48"x22"x14.25" plastic shelving	1
Playback Pro Plus software for Dana Producer	1
Stanley 31176 PowerMax Remote Control Power Strip	1
Playback Pro Plus software for NRATV Studio multiple rolls	1
Rolls MX42 Stereo Mini Mixer	1
Tripp Lite Isobar 8 Outlet Surge Protector w/ Remote Switch	2

DALLAS SET/PROPS FROM EPISODIC PROGRAMMING

ITEM	SIZE	QUANTITY
CG black wooden box	28x24x24	1
CG black wooden box	42x24x24	1
CG black wooden box	28x30x24	1
CG black wooden box	36x28x24	1
NOIR steel target	71in tall 17 in wide	1
NOIR trash can gun dump	48x36x24	2
NOIR/LAFS bullseye target	68x20x15	1
rifle gun rack	24x8.5x31	2
LAFS custom chalk board	56x68x16.5	1
LAFS turquoise stools	30in tall	5
CG square tower w/skins	3'x3'x10'	2
NOIR square tower	3'x3'x10'	2
NOIR square tower skins	3'x3'x10'	4
LAFS square tower skins	3'x3'x10'	4
NOIR archway	12'x2'x10'	1
Double sided wall	8'x10'	2
NOIR double sided skin	8'x10'	2
LAFS double sided skin	8'x10'	2
Scoreboard timer	48x14.5x2	1
Outside scoreboard timer w/stand	25x11x3	1
LOD banner	8'x2.5'	3
LOD banner skins	8'x2.5'	3